Bonhams



Modern & Contemporary Art

Hong Kong | 25 May 2025



Modern & Contemporary Art

Hong Kong | Sunday 25 May 2025 at 4pm

現代與當代藝術

香港 | 2025年5月25日，下午4時

VIEWING
Monday 19 May 10am-6pm
Tuesday 20 May 10am-6pm
Wednesday 21 May 10am-6pm
Thursday 22 May 10am-6pm
Friday 23 May 10am-6pm
Saturday 24 May 10am-6pm
Sunday 25 May 10am-4pm

預展開放時間
星期一 5月19日 上午10時-下午6時
星期二 5月20日 上午10時-下午6時
星期三 5月21日 上午10時-下午6時
星期四 5月22日 上午10時-下午6時
星期五 5月23日 上午10時-下午6時
星期六 5月24日 上午10時-下午6時
星期日 5月25日 上午10時-下午4時

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SALE NUMBER
31149

ILLUSTRATIONS
Front cover: Lot 8
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The Modern & Contemporary Art department would like to thank the following: Asia Art Center, Hsiao Chin Art Foundation, NPO Juming Culture & Education Foundation and YAYOI KUSAMA INC. for their help.

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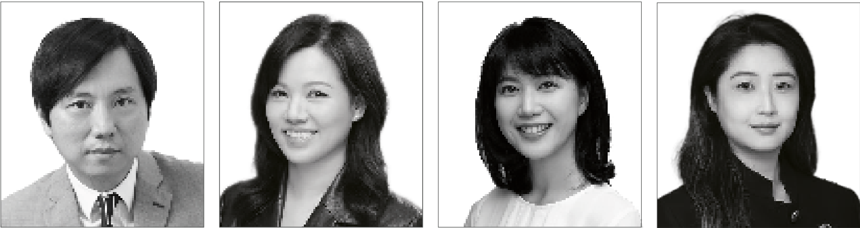
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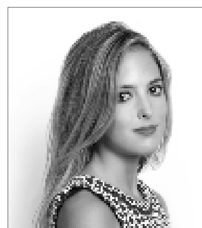

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Modern & Contemporary Art

Lots 1-30







1
AYAKO ROKKAKU (B. 1982)
Untitled
2006

signed and dated *2006* on the reverse
acrylic on cardboard

85 x 36.5 cm (33 7/16 x 14 3/8 in)

HKD100,000 - 150,000

Provenance
Kaikai Kiki Gallery, New York, USA
Acquired from the above by the present owner

六角彩子
無題
壓克力 紙板
2006年作

簽名：2006 藝術家簽名（背面）

來源
美國，紐約，Kaikai Kiki畫廊
現藏家得自上述來源

The works of Ayako Rokkaku never fail to bring joy and vitality to their audience. Born in Japan, Ayako Rokkaku has emerged as one of the most celebrated young artists of recent years, gaining widespread acclaim for her raw yet whimsical style. A self-taught artist, she employs hand-colouring techniques, blending colours with the delicate tactile sensitivity of her fingertips. Her art reflects both the physical essence of the human body and the inner spirit, projected onto her paintings. The rough surface of the cardboard she uses adds a distinctive texture to her work, and her use of this everyday material makes her art approachable and relatable.

The two pieces featured in this session are quintessential examples of her signature depictions of young girls. In *Untitled* (lot 2), a blonde-haired girl with wide, childlike eyes gazes inquisitively at the colourful world around her. The spontaneous brushstrokes in the background evoke a dreamlike, unbounded realm, radiating a sense of freedom and unrestrained imagination. The other *Untitled* (lot 1) captures a more dynamic side of a girl, as her outstretched arms seem to invite the viewer into her world. This painting features a bolder use of colour—contrasting blues and yellows collide, infusing the composition with energy and vibrancy.

Rokkaku's works are often characterised by a perspective of innocence and wonder. Through her art, viewers are invited to reconnect with their childhood selves, experiencing the purest sense of joy. Her paintings serve as a reminder of the untainted happiness that resides within us all, waiting to be rediscovered.

六角彩子的作品總是為大家帶來愉悦的心情與活力。生於日本，作為近年來大熱的年輕藝術家之一，六角彩子以其原始而富有童趣的風格獲得了廣泛的歡迎。她自學成才，用徒手上色的創作技巧，以指尖的細膩觸覺融合色彩，將肉體本質與內在精神投射到畫作中。紙板的粗糙表面為她的作品增添了獨特的質感，這種日常材料的運用使她的藝術更加親切易懂。本次專場的兩件作品均是她充滿個人特色的女孩畫作，《無題》（拍品2）中的金髮小女孩用充滿童稚的大眼睛，在打探著這個多彩的世界，背景的隨意塗抹彷彿她在一個不受限制的夢幻世界中翱翔，展現出一種自由與肆意的氛圍。 另一張《無題》（拍品1）則捕捉了女孩更動感的一面，她的手臂伸展，似乎在邀請觀者進入她的世界。這幅畫的色彩使用更加大膽，藍色與黃色的碰撞使整體作品充滿活力。六角彩子的作品常以一種天真無邪的視角出現，透過她的藝術，我們得以與童年的自己重新相遇，讓人感受到最純粹的快樂。



2

AYAKO ROKKAKU (B. 1982)

Untitled

2006

signed and dated *2006* on reverse

acrylic on cardboard

66 x 60 cm (26 x 23 5/8 in)

HKD100,000 - 150,000

Provenance

Kaikai Kiki Gallery, New York, USA

Acquired from the above by the present owner

六角彩子

無題

壓克力 紙板

2006年作

簽名：2006 藝術家簽名（背面）

來源

美國，紐約，Kaikai Kiki畫廊

現藏家得自上述來源

3

MAYUKA YAMAMOTO (B. 1964)

Flying Owl

2023

oil on canvas

130 x 97 cm (51 1/8 x 38 1/4 in)

HKD380,000 - 550,000

Provenance

Corey Helford Gallery, Los Angeles

Acquired from the above by the present owner

Exhibited

Los Angeles, Corey Helford Gallery, *Ephemeral Existence*, 22 April - 27 May 2023

山本麻友香

飛翔的貓頭鷹男孩

油彩 畫布

2023年作

來源

洛杉磯，Corey Helford畫廊

現藏家得自上述來源

展覽

「短暫的存在」，Corey Helford畫廊，洛杉磯，2023年4月22日-5月27日

"Even though I outgrew my childhood a long time ago, when I ask myself why I drew these pictures, I still feel the nostalgia of my childhood lingering in me."

—–Mayuka Yamamoto

Mayuka Yamamoto was born in Okayama, Japan, earned her master's degree from Musashino Art University. After graduation, she pursued further studies in the United Kingdom as a research artist supported by Japan's Agency for Cultural Affairs. This period abroad became a wellspring of creative inspiration, shaping the direction of her artistic development. Upon returning to Japan, Yamamoto embarked on an experimental practice characterised by a quiet emotional tension. Her works often evoke a subtle sense of unease that prompts introspection, encouraging viewers to reflect on the inner emotional landscape and the human condition. Widely recognised for her *Animal Boy* series, in which boys dressed in animal costumes serve as symbols of childhood nostalgia and emotional introspection, *Flying Owl* stands out as one of its most captivating works.

In *Flying Owl*, a young figure dressed in an owl suit stretches his arms as if mid-flight, suspended between freedom and uncertainty. His calm, slightly melancholic gaze conveys maturity beyond his years, adding emotional depth to the character. The soft blue palette and minimal background create a serene, dreamlike atmosphere. Fine brushwork and gentle light modelling give the figure a tangible presence, drawing viewers into an otherworldly space. The owl, a traditional symbol of wisdom and mystery, becomes a transformative motif in this painting. The image of a boy in flight, clad in an owl costume, reflects the artist's longing for the unbounded imagination of childhood. Through a distinctive visual language, Yamamoto reawakens the viewer's emotional memory, offering a quiet meditation on innocence, solitude, and the delicate space between reality and dream.

「就算我早已脫離孩童身份，當我問自己為什麼要畫這些圖的時候，我仍然感到童年的懷舊之情長存於我心裡。」

——山本麻友香

山本麻友香出生於日本岡山，並於武藏野美術大學取得碩士學位。畢業後，她以日本文化廳藝術家研究員身分前往英國進修，隨後回到日本。畢業後，她以日本文化廳藝術家研究員的身份前往英國進修，此次英國之行為其藝術創作注入了深厚靈感。返國後，她展開帶有實驗性質的創作嘗試，作品畫面蘊含一種潛藏的不安氛圍，喚起觀者對內在情感與現實狀態的深層思考。山本麻友香以「動物男孩」系列作品蜚聲藝壇，該系列以身著動物服裝的男孩形象為核心，承載著對童年的眷戀與對人類內心世界的投射，而《飛翔的貓頭鷹男孩》正是此系列中深具魅力的代表之作。

畫中男孩身著貓頭鷹造型服裝，雙臂張開，仿佛正翱翔於無邊天際，似在追逐自由，又像在探索未知領域，為觀者帶來無限遐想。男孩神情略帶憂鬱，眼神中透露出一種超越年齡的沉靜，這種矛盾的特質，賦予角色豐富的內在情感層次。柔和的淡藍色調佔據畫面主導，搭配簡潔的背景，營造出寧靜而神秘的氛圍。細膩的筆觸勾勒出男孩與服裝的質感，光影的處理則讓畫面更具立體感，仿佛將觀者引入一個夢幻般的異度空間。貓頭鷹常被視為智慧與神秘的象徵，男孩身著貓頭鷹裝束飛翔，或許是藝術家對童年時期無憂無慮、充滿幻想狀態的緬懷，以獨特的藝術語言，喚起觀者內心深處的共鳴，引領人們在現實與夢境之間穿梭，感受那份純真與美好。



4

JAVIER CALLEJA (B. 1971)

All About Money

2020

signed and dated *2020* on the bottom turning edge; titled on the overlap
acrylic on canvas

100 x 80 cm (39 3/8 x 31 1/2 in)

HKD600,000 - 900,000

Provenance

Private Collection, Asia

哈維爾・卡勒加

金錢至上

壓克力 畫布

2020年作

簽名：Javier Calleja，2020（畫布底部折入處）；ALL ABOUT MONEY "El pesetero"（畫布邊緣）

來源

亞洲私人收藏


ALL
ABOUT
MONEY

5

YOSHITOMO NARA (B. 1959)
Sketch for the Sculpture
2011-2012

dated *2011* along the bottom edge
pencil on paper

51 x 36 cm (20 1/8 x 14 1/8 in)

This work is registered in the Yoshitomo Nara online catalogue raisonné.

HKD350,000 - 500,000

Provenance
PACE, Geneva
Private Collection, Asia
Sale: Phillips, Hong Kong, *20th Century & Contemporary Art & Design Day Sale in Association with Poly Auction*, 7 June 2021, Lot 178
Acquired from the above by the present owner

Exhibited
Yokohama, Yokohama Museum of Art, *Yoshitomo Nara: A Bit Like You and Me...*, 14 July - 23 September 2012
New York, Pace Gallery, *Yoshitomo Nara*, 10 May - 29 June 2013

Literature
Yoshitomo Nara: Special Feature First Appeared in Bijutsu Techo, Big Art Co. Ltd., Taipei, 2012 p. 20, illustrated in colour

奈良美智
雕塑草稿
鉛筆 紙本
2011-2012年作

簽名：2011年（下沿）

此作已收錄於奈良美智線上作品全集

來源
日內瓦，佩斯畫廊
亞洲私人收藏
拍賣：香港，富藝斯，「二十世紀及當代藝術及設計日間拍賣」，2021年6月7日，拍品編號 178
現藏家得自上述來源

展覽
「奈良美智：有點像你，有點像我」，橫濱美術館，橫濱，2012年7月14日-9月23日
「奈良美智」，佩斯畫廊，紐約，2013年5月10日-6月29日

出版
《美術手帖：特集 奈良美智回歸原點》，大鴻藝術股份有限公司，台北，2012年，第20頁，彩圖

Yoshitomo Nara is celebrated for his iconic portraits of children, a style that balances innocence with a sense of melancholy. His work combines the simplicity of children's book illustrations with profound emotional depth. Drawing influences from both Japanese ukiyo-e and punk culture, Nara's childlike figures often mask sharp social observations beneath their sweet appearances, creating a distinctive "Superflat" aesthetic. With works spanning painting, sculpture, and installation, Nara has become a key figure in the global recognition of Japanese contemporary art, continually inspiring reflection on themes of human vulnerability and rebellious spirit.

In *Sketch for the Sculpture*, we gain insight into the most authentic aspects of Yoshitomo Nara's creative process. The image, drawn with seemingly spontaneous yet precise lines, outlines the head of a young girl. Her face dominates most of the image, and her half-profile stance evokes Nara's signature introspective and serene creative language. It also recalls the Renaissance preference for profile portraits, such as those of noble women by Piero della Francesca and Botticelli. This compositional choice, emblematic of Western artistic tradition, symbolises reason, order, and elegance, infusing Nara's character with a timeless quality that transcends eras and cultures. The bubble she blows, carefree like a child's game, also serves as a metaphor for the fragile dreams and hopes of reality. The few cats at the bottom of the image add a playful touch, creating an atmosphere of lightness and playfulness, reminiscent of carefree childhood moments—a theme closely tied to Nara's ongoing exploration of childhood. Nara's works are rich in layers of interpretation within their simplicity. The girl's focussed gaze may suggest aspirations for the future, while the transparency of the bubble hints at the fragility of life. The free yet expressive lines preserve a sense of spontaneity and raw emotion from the moment of creation. This sense of "unfinishedness" is precisely what gives Nara's art its charm, inviting viewers to participate in the construction of meaning within the work.

奈良美智以其極具辨識度的孩童肖像聞名，風格在天真與陰鬱之間游走，融合兒童繪本式的簡約線條與細膩情感。受到日本浮世繪與龐克文化的雙重影響，其筆下的孩童形象在甜美表象下藏匿著鋒利的社會觀察，形成獨特的「超扁平」美學。奈良的創作跨越繪畫、雕塑與裝置，成為日本當代藝術全球化的重要象徵，持續啟發人們對脆弱人性與反抗精神的共鳴。

在本次拍賣的《雕塑草稿》中，我們得以窺見奈良美智創作過程中最本真的思考。畫面以看似隨性卻極為精準的線條，勾勒出一名女孩的頭部輪廓。人物面容佔據畫面主體，其側身的半身像姿態，不僅呼應了奈良一貫內省、沉靜的創作語彙，也讓人聯想到文藝復興時期對肖像畫的偏好，如皮耶羅・德拉・弗朗切斯卡（Piero della Francesca）與波提切利（Botticelli）筆下，以側面描繪的貴族女性半身像。這種構圖在西方藝術傳統中象徵著理性、秩序與典雅，也為奈良筆下的角色注入了一種跨越時代與文化的永恆氣質。她口中吐出的泡泡，既像是孩童無憂無慮的遊戲，又隱喻著現實中易碎的夢想與希望。下方的幾隻貓咪添增了畫面的俏皮，讓人感受到一種輕鬆和遊玩的氛圍，不禁聯想到無憂無慮的童年時光，與奈良對童年主題的關注緊密相連。奈良的作品總是在簡約中蘊含多層解讀可能。女孩專注的眼神或許是對未來的憧憬，泡泡的透明質感暗示著生命的脆弱，而隨意卻富有表現力的線條，則保留了創作當下的即興感與真實情緒。這種「未完成感」恰恰成為奈良藝術的魅力所在，讓觀者能夠參與到作品的意義建構中。



Sandro Botticelli, *Portrait of a Young Woman*, 1480–1485
桑德羅・波提切利，《年輕女子肖像》，1480-1485年作


PuFF

6

TOMOKAZU MATSUYAMA (B. 1976)
Watervoices And You
2022

signed, titled and dated *4.2022* on the reverse
acrylic and mixed media on canvas

178 x 153 cm (70 x 60 in)

HKD700,000 - 900,000

Provenance
Sotheby's private sales
Acquired from the above by the present owner

Exhibited
Hong Kong, Sotheby's, *Tomokazu Matsuyama: Harmless Charm*, 14 – 21 June 2022

松山智一
水之聲與你
壓克力 複合媒材 畫布
2022年作

簽名："Watervoices and You" Matsuyama 松山智一 4.2022 NYC（背面）

來源
蘇富比私人洽購
現藏家得自上述來源

展覽
「松山智一：天真的幸運」，蘇富比，香港，2022年6月14日-21日

Tomokazu Matsuyama is a Japanese artist based in New York, whose work navigates the intersection of Eastern and Western cultures. Blending influences from ukiyo-e, folding screen painting, Rococo aesthetics, street culture, and pop iconography, his richly layered visual language reflects a globalised, multicultural world. For Matsuyama, culture is not linear but constantly shifting, reshaped through collisions, reinterpretations, and cross-cultural dialogues. His intricate, vibrant compositions mirror this flux, while also drawing from his personal experiences of migration and identity.

In *Watervoices and You*, a woman dressed in floral-patterned garments stands calmly in a dreamlike natural setting. She is surrounded by blooming peonies, cherry blossoms, and wisteria, as birds and butterflies weave through the scene. Her posture is poised and confident—one hand on her hip, the other relaxed by her side—as she gazes directly at the viewer with unwavering focus, as if traversing time and cultural boundaries, moving through a dreamscape woven from Eastern imagery and Western fantastical hues.

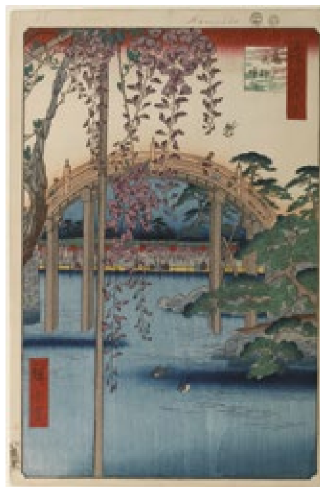
Departing from the conventional rectangular frame of painting, the artist chooses a canvas with fluid and irregular contours, making the artwork seem as though it naturally grows out of the wall itself. This approach dissolves the boundary between painting and sculpture, transforming the work from a mere visual window into a semi-relief-like presence that invites spatial interaction with the viewer.

Watervoices and You continues Matsuyama's consistent artistic approach. With bright colours, dense detail, and a playful, dynamic composition, the painting creates a dreamlike atmosphere. Traditional motifs and modern elements coexist—woven into a kaleidoscopic narrative that feels both familiar and otherworldly. Floating white dots, like snow or digital signals, add to the sense of time suspended. Through this hybrid landscape, Matsuyama invites viewers to reimagine their place in a fragmented, yet interconnected world.

松山智一是一位活躍於紐約的日本藝術家，長年遊走於東西方文化之間。他的創作語言融合了浮世繪、屏風畫、洛可可風格、街頭文化與流行符號，將看似衝突的美學元素並置交融，展現出一種屬於當代全球化時代的獨特視角。對松山而言，文化從來不是單向流動，而是一場不斷碰撞、重組與轉譯的過程。他以繁複緻密的畫面語言，捕捉個體在多元文化中漂流與重塑的狀態，也映照自身旅居異地的生命經驗與身份探索。

在《水之聲與你》這件作品中，一位身著繁花圖案衣飾的女性靜立於幻境般的自然景致中。周圍環繞著盛開的牡丹、櫻花與紫藤，飛鳥與蝴蝶穿梭其中。人物姿態安然而自信，一手叉腰、一手自然垂放，目光堅定地望向觀者，彷彿穿越時空與文化的藩籬，行走於這片由東方意象與西方奇幻色彩交織而成的夢境之中。不同於傳統畫作矩形邊界，藝術家選擇具流線感且不規則的畫布，使作品本身彷彿從牆面自然生長出的形體。這樣的安排打破了平面與雕塑之間的界線，使畫作不再僅是視覺上的窗景，而成為一種半浮雕式的存在，讓作品在空間與觀者產生互動。

《水之聲與你》延續了松山智一一貫的創作脈絡，以飽和亮麗的色彩、繁密交錯的細節與流動跳躍的構圖，打造出既華麗又輕盈的視覺體驗。細看之下，畫面中每一個細節，從傳統花鳥意象到現代感服飾紋理，都像是來自不同時代與地域的元素，透過藝術家的巧妙安排，編織成一場色彩斑斕的文化交響曲。畫面上飄散的白點，好似雪花，又似數位訊號的微光，讓整個場景在真實與虛構之間輕輕搖曳，營造出一種超越時間感的氛圍。此件不僅展現了松山智一對傳統視覺元素的再詮釋，更具體體現了他對空間感與文化流動議題的深刻思考。面對一個日益交融而又碎片化的世界，他以獨特的藝術語言，邀請觀者在這片繽紛浮動的異境中，重新定位自身，並編織出屬於自己的故事。



Utagawa Hiroshige, *In the Kameido Tenjin Shrine Compound*, 1856
歌川廣重，《名所江戶百景之龜戶天神境內》，1856年作



7

MIWA KOMATSU (B.1984)
Many World Crossings in Area 21
2023

signed and dated *2023* on the reverse
acrylic on canvas

193.9 x 259.1 cm (76 1/4 x 102 in)

This work is accompanied by a letter of guarantee issued by Whitestone Gallery.

HKD650,000 - 900,000

Provenance
Whitestone Gallery, Hong Kong
Acquired from the above by the present owner

Exhibited
Seoul, Whitestone Gallery, *We Love Korea: An Expansive Introduction to Whitestone Gallery*, 3 September - 15 October 2023

小松美羽
21區域的眾多世界交錯
壓克力 畫布
2023年作

簽名：2023 Komatsu 小松美羽（背面）

此作附白石畫廊開立之保證書

來源
香港，白石畫廊
現藏家得自上述來源

展覽
「We Love Korea: An Expansive Introduction to Whitestone Gallery」，白石畫廊，首爾，2023年9月3日-10月15日

Born in Japan in 1984, Miwa Komatsu has emerged as a defining figure in the realm of "spiritual art" in contemporary Japan. Her distinctive practice blends elements of spirituality, mythology, and contemporary visual language, giving rise to a compelling and deeply personal aesthetic. At the heart of her work lies an enduring fascination with the "invisible world"—a realm she accesses through meditation, dreams, and inspirations rooted in Shinto beliefs. In Komatsu's visual language, gold leaf and mineral pigments function not only as materials, but as spiritual components that help construct sacred, contemplative spaces.

Many Worlds Crossings in Area 21 exemplifies Komatsu's artistic philosophy. The mysterious dimension she calls "Area 21" is both a metaphor for the 21st century and a spiritual conduit that bridges past and present. The composition features a host of divine beasts—each rendered with symbolic resonance: the grounded presence of the elephant, the lightness of birds in flight, and the nimble agility of rabbits. Far from imaginary creatures, these beings are spiritual entities the artist perceives through deep meditative states. The contrasting palette—darker beasts at the base, vivid green ones above—creates not only visual tension, but also suggests the cyclical balance of motion, yin and yang, and stillness in the cosmos. At the centre of the composition, the "Eye of God" gazes directly at the viewer. This is a signature motif in Komatsu's art, acting as a portal between the visible and the invisible realms. The meditating figure sits in stillness, set in contrast to the dynamic, leaping beasts, suggesting that through focused meditation, humans can access spiritual dimensions beyond ordinary perception.

The most compelling aspect of Komatsu's art lies in how she reinterprets the traditional Japanese belief in the animacy of all things through a contemporary visual lens. On her canvas, divine beasts are no longer ancient totems, but active spiritual emissaries in the present. Meditation is no longer solely a religious ritual, but a way for modern individuals to explore their inner universe. Her ability to transform traditional spiritual wisdom into the language of contemporary art gives not only visual impact, but also a profound capacity to guide viewers beyond the material world and toward the essence of the spiritual. In an era dominated by technology, Miwa Komatsu's art reminds us that true evolution does not occur only in the external world, but in the expansion of human consciousness and spiritual awareness.

1984年出生於日本的小松美羽，以其獨特融合靈性、神話與當代視覺語言的藝術風格，成為日本「靈性藝術」的代表性人物。她的創作核心始終圍繞著「不可見的世界」，透過冥想、夢境與日本神道教的啟發，創造出既狂野奔放又細膩深邃的視覺語彙。在她的作品中，金箔與礦物顏料不僅是媒材，更是構築神聖場域的靈性元素。

《21區域的眾多世界交錯》這件作品完美體現了小松美羽的藝術哲學。「21區域」這個由藝術家創造的神秘維度，既是對21世紀的隱喻，也是連接古今的靈性通道。畫中那些形態各異的神獸——從大象的沉穩、飛鳥的輕盈到兔子的靈巧——都不是隨意的想像，而是藝術家在深度冥想中捕捉到的靈性存在。對比下方的深色神獸，上方的神獸則以鮮亮的綠色呈現。這種色彩配置不僅是視覺上的張力，更隱喻著陰陽相生、動靜相成的宇宙法則。中央那隻凝視觀者的「神之眼」是小松藝術的標誌性符號，「可見」與「不可見」的世界在通過這隻眼睛得以連接。旁邊靜坐的修行者與躍動的神獸形成動靜對比，暗示著人類透過靜心冥想，方能感知那些超越常理的靈性維度。

小松美羽的藝術最動人之處，在於她以當代視覺語言重新詮釋了日本傳統的「萬物有靈」觀。在她的畫布上，神獸不再是遠古的圖騰，而是活躍於當下的靈性使者；冥想不再是宗教儀式，而是現代人探索內在宇宙的方式。這種將傳統靈性智慧轉化為當代藝術語彙的能力，使她的作品不僅具有視覺衝擊力，更蘊含著引領觀者超越物質世界、觸碰靈性本質的深層力量。在這個科技主導的時代，小松美羽的藝術提醒我們：真正的進化不僅發生在外在世界，更存在於人類意識與靈性認知的邊界拓展之中。



Kanō Eitoku, *Chinese Lions (Karajishi)*, 16th Century
狩野永德，《唐狮子図》，16世紀



8

TETSUYA ISHIDA (1973-2005)
General Manager's Chair in an Abandoned Building
1996

acrylic on panel

145.6 x 103 cm (57 3/8 x 40 1/2 in)

HKD5,000,000 - 8,000,000

Provenance
Private Collection, Asia
Sale: Christie's, Hong Kong, *Asian 20th Century & Contemporary Art (Evening Sale)*, 25 November 2017, Lot 49
Acquired from the above by the present owner

Exhibited
Tokyo, GUARDIAN GARDEN, *6th Hitotsubo 3.3-Sq.-Meter Exhibition of Graphic Art, Grand Prize winner solo show, Tetsuya Ishida Exhibition, The Person Who Drifts*, 7 – 18 October 1996
Shizuoka, Sumpu Museum, *The Person Who Was Not Able To Fly*, 10 November – 24 December 2006
Chiba, Sakura City Museum of Art, *Chaosmos '07: In the Face of Sadness*, 16 November – 24 December 2007
Japan, Ashikaga Museum of Art, The Hiratsuka Museum of Art, Tonami Art Museum, Shizuoka City Museum of Art, *Tetsuya Ishida*, September 2013 – March 2015 (touring exhibition)
Madrid, Museo Nacional Centro de Arte Reina Sofía, *Tetsuya Ishida: Self-portrait of Other*, 11 April – 6 September 2019
Chicago, Wrightwood 659, *Tetsuya Ishida: Self-portrait of Other*, 3 October – 14 December 2019
New York, Gagosian, *Tetsuya Ishida: My Anxious Self*, 12 September – 21 October 2023

Literature
Chaosmos '07: In the Face of Sadness, Sakura City Museum of Art, Chiba, 2007, p.24, illustrated in colour
A Collection of Posthumous, Kyuryudo, Tokyo, 2008, p. 62, illustrated in colour
Tetsuya Ishida - Complete, Kyuryudo, Tokyo, 2010, p. 50, illustrated in colour
Tetsuya Ishida's Notes, Kyuryudo, Tokyo, 2013, p. 52, illustrated in colour
Tetsuya Ishida: Self-portrait of Other, Museo Nacional Centro de Arte Reina Sofía, Madrid, 2019, p.47, illustrated in colour
Tetsuya Ishida: seija no yōna geijutsuka ni naritai, Bessatsu Taiyo, Vol. 308, Heibonsha, Tokyo, 2023, p. 30, illustrated in colour
My Anxious Self, Gagosian, New York, 2023, p. 139, illustrated in colour

石田徹也
空置大廈內的經理座位
壓克力 木板
1996年作

來源
亞洲私人收藏
拍賣：香港，佳士得，「亞洲二十世紀及當代藝術 （晚間拍賣）」，2017年11月25日，拍品編號 49
現藏家得自上述來源

展覽
「第6回Hitotsubo 3.3平方米平面藝術大獎得主石田徹也展覽：漂泊的人」，GUARDIAN GARDEN畫廊，東京，1996年10月7日-10月18日
「The Person Who Was Not Able To Fly」，駿府博物館，靜岡，2006年11月10日-12月24日
「Chaosmos '07: In the Face of Sadness」，佐倉市立美術館，千葉縣，2007年11月16日-12月24日
「石田徹也」，足利市藝術博物館，平塚市美術館，礪波市美術館，靜岡市美術館，日本，2013年9月-2015年3月（巡迴展覽）
「石田徹也: Self-portrait of Other」，索菲婭王后國家藝術中心博物館，馬德里，2019年4月11日-9 月 6 日
「石田徹也: Self-portrait of Other」，萊特伍德659藝術展覽館，芝加哥，2019年10月3日-12月14日
「石田徹也: My Anxious Self」，高古軒，紐約，2023年9月12日-10月21日

出版
《Chaosmos '07: In the Face of Sadness》，佐倉市立美術館，千葉縣，2007年，第24頁，彩圖
《石田徹也遺作集》，求龍堂，日本，2008年，第62頁，彩圖
《石田徹也全作品集》，求龍堂，日本，2010年，第50頁，彩圖
《石田徹也筆記》，求龍堂，日本，2013年，第52頁，彩圖
《石田徹也: Self-portrait of Other》，索菲婭王后國家藝術中心博物館，馬德里，2019年，第47頁，彩圖
《石田徹也: 我想成為像聖人一樣的藝術家》，別冊太陽，第308卷，平凡社，日本，2023年，第30頁，彩圖
《My Anxious Self》，高古軒，紐約，2023年，第139頁，彩圖



Tetsuya Ishida
General Manager's Chair in an Abandoned Building

Art has always been a sanctuary for human emotions and a mirror for the soul. It not only allows us to examine our own existence but also reflects the struggles, loneliness, and hopes buried deep within, offering spiritual solace and redemption. Japanese contemporary artist Tetsuya Ishida, in his brief ten-year artistic career, used a surrealist perspective to profoundly reveal the isolation and helplessness of individuals in modern society. Although he passed away in a tragic accident in 2005 at the age of 31, the 217 works he left behind continue to resonate deeply, stirring the hearts of viewers. Ishida once wrote in his notes, "A brush can save the world stroke by stroke." His works serve as an alarm bell, attempting to awaken those numbed by the injustices and absurdities of the world, reminding us that even in this scarred and broken world, there is still hope.

Tetsuya Ishida was born in 1973 in Shizuoka Prefecture, Japan, and grew up in an ordinary family. His father was a local politician, and his mother was a homemaker, a background that gave him an early awareness of social structures and power dynamics. However, he chose not to follow in his father's footsteps, instead developing a strong interest in art. In the early 1990s, he enrolled in Musashino Art University in Tokyo to study visual communication design, a period that coincided with the collapse of Japan's bubble economy, which profoundly shaped his creative perspective through the dramatic social changes of the time. After graduating, he briefly worked in advertising design but soon devoted himself entirely to artistic creation. Initially, he sought to mock his own impoverished and difficult life, channeling his personal confusion and struggles into his paintings. However, during the creative process, he gradually realized that many others in society shared his plight—the oppression and powerlessness brought by the economic downturn were not his alone to bear. Thus, his works often took himself or those around him as prototypes, reflecting the confusion and oppression of Japan's younger generation in the wake of the economic recession, evoking sympathy and understanding from viewers. Ishida's painting style was heavily influenced by surrealism while incorporating the delicate brushwork of traditional Japanese ukiyo-e, forming a unique artistic language. Though his career was short, each of his works acts as a mirror, reflecting the indifference of modern society and the struggles of individuals.

The Influence of Japanese Anime and Manga on Tetsuya Ishida

Notably, Ishida was deeply influenced by Japanese anime and manga culture during his formative years, including works such as *Mobile Suit Gundam*, which premiered in 1979, and other classics like *Neon Genesis Evangelion*. These animations were not merely entertainment; they became a crucial medium through which Ishida's generation imagined the future. From the late 1970s to the 1990s, Japanese anime and manga entered a golden age, often exploring sci-fi themes that delved into the relationship between humanity and technology, the brutality of war, and societal alienation. The *Gundam* series, with its "real robot" genre, depicted humanity's dependence on and helplessness toward technology in war, while *Evangelion* probed the fragility and psychological trauma of human nature. These works had a profound impact on Ishida's generation, prompting them to question whether technological progress could truly bring happiness and to reflect on humanity's role and value in future societies. The mechanized imagery in anime and manga, such as the fusion of cold mechas with humans, inspired Ishida to combine human figures with machinery and everyday objects in his art. In his paintings, people are often portrayed as mechanized entities, stripped of autonomy, reflecting not only the influence of anime culture but also his apprehensions about the future—a cold, dehumanized world dominated by technology and systems.

The Surreal Imagery of *General Manager's Chair in an Abandoned Building*

Ishida's painting *General Manager's Chair in an Abandoned Building* (1996) strikes the viewer with its distinctive surreal style. In the piece, a "manager" dressed in a three-piece suit sits cross-legged on a peculiar chair. The chair, made of metal frames and leather armrests, appears dilapidated, with peeling leather and rusted metal exuding an air of decay. More unsettling is the way the manager's body seems to merge with the chair—his arms are fused with the armrests, as if he is no longer an independent individual but has become part of the chair itself. His expression is vacant, his brows furrowed, and his eyes hollow. As a company manager, he should exude authority and confidence, yet this bizarre amalgamation of man and chair completely strips him of dignity and identity, making him appear more like an object to be used rather than a living person. This blurring of boundaries between man and object is a central theme in Ishida's work: how modern society alienates individuals into mechanized existences. This technique resonates deeply with the relationship between machines and humans in anime—the cold mechas, though controlled by humans, seem to rob them of autonomy, turning them into mere components of a system or technology.

A Reflection of Economic Decline and Social Alienation

The background of the painting is set in an abandoned building, with white tiles on the walls and patterned floor tiles hinting at past grandeur. These details evoke the golden era of Japan's postwar economic recovery, a time when countless plans and talents driving Japan's economic miracle emerged from such office buildings. However, following the burst of the bubble economy in the 1990s, this prosperity vanished, and many once-bustling buildings became deserted. The dilapidated chair and empty space in the painting serve as a poignant metaphor for this "lost decade." What was once a glossy and glamorous facade is revealed to be hollow and meaningless under the harsh light of reality. This contrast not only reflects the economic decline but also exposes the powerlessness and spiritual emptiness of individuals in modern society. Through this work, Ishida intertwines personal loneliness with the broader sense of loss in the era, allowing viewers to feel a profound resonance and even a sense of empathy in this absurd scene.

The Symbolic Meaning of the Chair and the Inevitability of Fate

The chair has never been merely a piece of furniture in human history; it is a powerful symbol carrying meanings of identity, status, and authority. From the thrones of ancient kings to the leather chairs in modern executive offices, chairs have long represented power and hierarchy. However, artists often use chairs to express deeper social critiques and philosophical reflections. For instance, British painter Francis Bacon, in his seminal work *Study after Velázquez's Portrait of Pope Innocent X* (1953), places the Pope on an abstract chair, dressed in purple robes, seemingly trapped in a transparent, cubic cage, screaming in agony. Bacon reinterprets the classic portrait by Spanish painter Diego Velázquez, exploring the relationship between power and suffering. Even a figure as powerful as the Pope cannot escape the erosion of time and the fragility of human nature. This confrontation between appearance and reality compels viewers to reflect on the truth behind power. This sense of inevitability is also vividly portrayed in *Mobile Suit Gundam*: the protagonist, Amuro Ray, a mere teenager, is thrust into the cockpit of the Gundam due to the outbreak of war, forced to take up arms and fight. He has no choice but to accept this




fate, a situation that mirrors the lives of many—compelled by the times and circumstances to bear burdens that are not their own.

Artistic Interpretations of Power and Oppression

Similarly, American pop artist Andy Warhol's *Electric Chair* (1963) uses a chair to explore themes of power and life. The painting depicts an empty electric chair, isolated in the frame, with cold tones and the metallic texture of the chair creating an oppressive atmosphere. The electric chair was initially invented as a "more humane" method of execution, but over time, it was discovered to cause immense suffering during the process, leading many countries to abolish its use. Warhol's work not only highlights this contradiction but also conveys a passive sense of fate through the emptiness of the chair—waiting, execution, death, all beyond resistance. This powerlessness echoes the manager in Ishida's painting: whether it is the lofty Pope, a condemned prisoner, or a modern-day manager, they are all, to some extent, bound by the structures of society, unable to break free. These works collectively reveal a truth: the symbolic meaning of the chair far surpasses its practical function, becoming a microcosm of power and oppression in human society.

Individual Struggles in the "Lost Decade"

Ishida's *General Manager's Chair in an Abandoned Building* vividly reflects the societal state following the collapse of Japan's bubble economy in the 1990s. As the economy declined, Japan entered the so-called "lost decade," with soaring unemployment rates, workplace pressures, and mechanized lifestyles leaving people feeling deeply powerless and isolated. Ishida's work captures this collective mental state. The manager in the painting, despite his high position, is bound to the chair, reduced to an immobile "object." This image not only symbolizes the rigid hierarchies of the workplace but also reveals the alienation of individuals in modern society. In the pursuit of money and power, people gradually lose themselves, becoming mere cogs in the societal machine. Once, the manager might have been the oppressor, but now he is the oppressed. The chair, once a symbol of authority, transforms into an instrument of suffocation. This role reversal resembles an endless cycle, where one can only passively accept their fate, unable to resist. This sense of helplessness is not only a portrait of Japanese society but also a shared experience for countless individuals in the globalized era.

The Universal Significance and International Impact of Ishida's Work

Ishida's work is not merely a critique of Japanese society; it carries universal significance. Through surreal techniques, he concretizes the predicaments of modern individuals, allowing viewers to see their own reflections in his paintings. His works transcend the boundaries of time and geography, touching countless hearts. In 2015, Ishida's pieces were selected for exhibition at the main venue of the Venice Biennale, and in 2019, the Reina Sofía Museum in Madrid held a major retrospective of his work, international recognitions that affirm his artistic influence. To this day, his works continue to speak to us through their unique visual language, resonating with those still struggling in life. His paintings are not just a record of a specific era but a profound meditation on the human condition, urging us to find meaning amid absurdity and suffering.

From Oppression to Hope: The Intersection of Art and Technology

In a seemingly ordinary chair, Ishida saw a microcosm of society, exposing the oppression of technology and systems on humanity. However, when we look back at the *Gundam* series that deeply influenced him, we also glimpse another vision of humanity's future. In 2025, at the World Expo held in Osaka, a life-sized *Gundam* statue stands tall in the Japan Pavilion's "GUNDAM NEXT FUTURE PAVILION." This 17-meter-tall RX-78F00/E Gundam statue, kneeling on one knee with a hand pointing to the sky, symbolizes humanity's hope and exploration of the future. Bandai Namco's spokesperson stated that the statue's "arm reaching toward the sky represents the vision of co-creating a new era in space with humanity." Ishida may not have foreseen such a scene, but his art echoes the spirit embodied by this statue—in the cold indifference of mechanization, humanity can still find a longing for the future and a warmth that endures, a light of hope that both art and technology point toward together.



Tetsuya Ishida
The Men On A Belt Conveyor
1996
145.7 x 103.2 cm
Sold for HKD 10,013,000
Bonhams, Hong Kong, *Modern & Contemporary Art*,
3 December 2024, lot 7
This remains the artist's highest auction record to date.

石田徹也
《運輸帶上的男人》
1996年作
145.7 x 103.2 厘米
成交價：10,013,000港元
香港，邦瀚斯，「現代與當代藝術」2024年12月3日，拍品編號7
至今仍是該藝術家最高的拍賣紀錄。

Detail 局部



石田徹也《空置大廈內的經理座位》

藝術始終是人類情感的避風港與靈魂的鏡子。它不僅讓我們審視自身的存在，還映照出內心深處的掙扎、孤獨與希望，為我們提供精神上的慰藉與救贖。日本當代藝術家石田徹也在其短暫的十年藝術生涯中，以超現實的視角深刻揭示了個人在現代社會中的孤獨與無奈。雖然他於2005年因一場意外離世，年僅31歲，但他留下的217件作品至今仍震撼人心，持續觸動著觀者的內心。石田徹也曾在其筆記中寫下：「畫筆能一筆一劃地拯救世界。」他的作品猶如一記警鐘，試圖喚醒那些對世界的不公與荒誕已然麻木的人們，提醒我們即使在這滿目瘡痍的世界中，仍有希望的存在。

石田徹也1973年出生於日本靜岡縣，成長於一個普通的家庭。他的父親是一名地方政治家，母親則是家庭主婦，這樣的家庭背景讓他從小就對社會結構與權力關係有所觀察。然而，他並未選擇追隨父親的腳步，而是對藝術表現出濃厚的興趣。1990年代初，他進入東京武藏野美術大學學習視覺傳達設計，這段期間正值日本泡沫經濟崩盤，社會的劇烈變動深深影響了他的創作視角。畢業後，他曾短暫從事廣告設計工作，但很快便全身心投入藝術創作。起初，他試圖以自嘲的方式描繪自己貧困而艱難的生活，將個人的迷茫與掙扎融入畫作中。然而，在創作過程中，他逐漸發現社會中許多人與他有著相似的處境——經濟衰退帶來的壓迫與無力感並非他一人獨有。他的作品因此多以自己或身邊的人為原型，反映了日本年輕一代在經濟衰退後的迷茫與壓抑，喚起觀者對這一代人的同情與理解。石田徹也的繪畫風格深受超現實主義影響，同時融入了日本傳統浮世繪的細膩筆觸，形成了獨特的藝術語言。他的創作生涯雖然短暫，但每一幅作品都像是一面鏡子，映射出現代社會的冷漠與個體的掙扎。

日本動漫對石田徹也的影響

值得一提的是，石田徹也在成長過程中深受日本動畫和漫畫文化的影響，例如1979年首播的《機動戰士高達》以及其他經典作品如《新世紀福音戰士》。這些動畫不僅是娛樂，更成為了石田徹也這一代人對未來世界想像的重要媒介。1970年代末至1990年代，日本動畫和漫畫進入了一個黃金時期，作品常常以科幻為題材，探索人類與科技的關係、戰爭的殘酷以及社會的異化。《高達》系列以其「真實機器人」流派，描繪了人類在戰爭中對科技的依賴與無奈，而《新世紀福音戰士》則深入挖掘了人性的脆弱與心理創傷。這些作品對石田徹也這一代人產生了深遠影響，讓他們開始思考科技進步是否真的能帶來幸福，以及人類在未來社會中的角色與價值。動畫和漫畫中的機械化形象，例如冰冷的機甲與人類的融合，啟發了石田徹也在作品中將人物與機械、日常物品相結合的表現手法。他的畫作中，人物常常被描繪為機械化的存在，失去自主性，這不僅反映了動畫文化的影響，更是他對未來世界的隱憂——一個被科技與體制剝奪人性的冷酷未來。

《空置大廈內的經理座位》的超現實意象

石田徹也的畫作《空置大廈內的經理座位》（1996年）以其獨特的超現實風格，直擊觀者的心靈。畫面中，一位身著三件式西裝的「經理」盤腿坐在一張奇特的椅子上。這張椅子由金屬支架和皮質扶手構成，卻顯得破舊不堪，扶手上的皮革已剝落，支架上布滿鐵鏽，散發出一種衰敗的氣息。更令人不安的是，這位經理的身體似乎與椅子融為一體，他的雙臂與椅子的扶手緊密結合，彷彿他已不再是一個獨立的個體，而是成為了椅子的一部分。他的表情呆滯，眉頭緊皺，眼神空洞而無神。作為一名公司經理，他本應擁有權威與自信，然而這種怪誕的「人椅合一」卻完全剝奪了他的尊嚴與身份，讓他看起來更像是一件被使用的物件，而非一個有血有肉的人。這種人與物之間界限的模糊，正是石田徹也作品的核心主題之一：現代社會如何將個體異化為機械化的存在。這種表現手法與動畫中機械與人類的關係有著深刻的聯繫——那些冷酷的機甲雖然由人類操控，卻彷彿剝奪了人類的自主性，將其變成了體制或科技的一部分。

經濟衰退與社會異化的寫照

畫面的背景設定在一座空置的大廈內，牆壁上的白色瓷磚和地面上的印花地磚顯露出過去的輝煌。這些細節讓人聯想到日本戰後經濟復甦的黃金時代，那時無數推動日本經濟奇蹟的計畫與人才從這樣的辦公大廈中孕育而出。然而，自1990年代日本泡沫經濟破裂後，這一切繁榮景象煙消雲散，許多曾經繁忙的大廈變得人去樓空。畫中那破舊的椅子與空蕩的空間，正是對這一「失落十年」的深刻隱喻。曾經光鮮亮麗的表面，在現實的殘酷揭露下，顯得空泛而虛無。這種對比不僅反映了經濟的衰退，更揭示了現代社會中個體的無力感與精神空虛。石田徹也通過這幅畫，將個人的孤獨感與時代的失落感緊密結合，讓觀者在這荒誕的場景中感受到一種深切的共鳴，甚至產生感同身受的情感。

椅子的象徵意義與命運的無奈

椅子在人類歷史中從來不只是一件家具，它更是一個深具象徵意義的符號，承載了身份、地位與權力的展現。從古代君王的御座到現代高管辦公室裡的皮椅，椅子一直是權威與階級的象徵。然而，藝術家們常常利用椅子來表達更深層的社會批判與哲學思考。例如，英國畫家法蘭西斯·培根在其代表作《拉斯奎茲教皇諾森十世肖像研究》（1953年）中，將教皇置於一張抽象的扶手椅上，教皇身穿紫色聖袍，卻彷彿被困在一個透明的立體籠子中，痛苦地吶喊著。培根借用西班牙畫家拉斯奎茲的經典肖像畫，重新詮釋了權力與痛苦的關係。即使是權傾一時的教皇，也無法逃脫時代的吞噬與人性的脆弱。這種表象與現實的衝突，讓觀者不得不反思權力背後的真相。這種命運的無奈也在《機動戰士高達》中得到了深刻的體現：主角阿姆羅·雷作為一個普通的少年，卻因戰爭的爆發而被迫坐上高達的駕駛艙，拿起武器去戰鬥。他並無選擇，只能接受這一命運，這與許多人的生活如出一轍——被時代與環境所迫，不得不承擔起不屬於自己的重擔。

權力與壓迫的藝術詮釋

同樣地，美國波普藝術家安迪·沃荷的作品《電椅》（1963年）也以椅子為主題，探討了權力與生命的議題。畫面中，一張空蕩的電椅孤零零地佔據了整個畫面，背景的冷色調與電椅的冰冷金屬質感營造出一種壓抑的氛圍。電椅最初被發明時，是作為一種「更人道」的處決方式，但隨著時間推移，人們發現它在行刑過程中會給人帶來極大的痛苦，許多國家最終廢除了這種刑罰。沃荷的畫作不僅揭示了這種矛盾，更通過電椅的空置，表達了一種被動的宿命感——等待、行刑、死亡，一切都無可反抗。這種無力感與石田徹也畫作中的經理如出一轍：無論是高高在上的教皇、被處決的死刑犯，還是現代職場中的經理，他們都在某種程度上被社會的結構所束縛，無力掙脫。這些作品共同揭示了一個真相：椅子的象徵意義早已超越了它的實用功能，成為人類社會中權力與壓迫的縮影。

失落十年下的個體困境

石田徹也的《空置大廈內的經理座位》真實地反映了1990年代日本泡沫經濟崩盤後的社會狀態。隨著經濟的衰退，日本進入了所謂的「失落的十年」，失業率飆升，職場壓力與機械化的生活方式讓人們感到深深的無力與孤獨。石田徹也的作品正是對這種集體精神狀態的寫照。畫中的經理雖然身處高位，卻被椅子所束縛，成為了一個無法動彈的「物件」。這一形象不僅象徵了職場中的階級固化，更揭示了現代社會中個體的異化現象。在追求金錢與權力的過程中，人們逐漸失去了自我，成為社會機器中的一顆螺絲釘。曾經，經理可能是壓迫的施加者，但如今他卻成為了壓迫的承受者。那張曾經象徵權威的扶手椅，變成了一件讓人喘不過氣的刑具。這種角色的轉換，彷彿一個無止境的輪迴，讓人無力反抗，只能被動接受。這種無奈的情感不僅是日本社會的寫照，更是全球化時代下無數個體的共同經歷。

石田徹也作品的普世意義與國際影響

石田徹也的作品不僅是對日本社會的批判，更具有普世性的意義。他的作品超越了時間與國界的限制，觸動了無數人的心靈。2015年，石田徹也的作品入選威尼斯雙年展主場館展出，2019年，西班牙馬德里的索菲婭王后國家藝術館為他舉辦了盛大的回顧展，這些國際性的認可證明了他的藝術影響力。直至今日，他的作品仍以其獨特的繪畫語言，與仍在生活中掙扎的我們對話，彼此映照。他的畫作不僅是對特定時代的記錄，更是一種對人類處境的深刻反思，讓我們在荒誕與痛苦中尋找意義。

從壓迫到希望：藝術與科技的交匯

在一張再平常不過的扶手椅中，石田徹也看到了社會的縮影，揭示了科技與體制對人性的壓迫。然而，當我們回望他深受影響的《高達》系列時，卻也能看到人類對未來的另一種期盼。2025年，在大阪舉辦的世界博覽會日本館中，一座原大的《高達》雕像屹立於「GUNDAM NEXT FUTURE PAVILION」，這座17米高的RX-78F00/E型高達雕像以單膝跪地、一手指向天空的姿態，象徵著人類對未來的希望與探索。萬代南夢宮的負責人表示，這座雕像「伸向天空的手臂，象徵著與人類共同開創宇宙新時代」的願景。石田徹也或許未曾預見這樣的場景，但他的藝術與這座雕像所承載的精神遙相呼應——在機械化的冷漠中，人類仍能找到對未來的渴望與溫暖，這正是藝術與科技共同指向的希望之光。



Diego Velázquez, *Pope Innocent X*, 1650
迪亞哥．委拉斯蓋茲，《教皇英諾森十世像》，1650年作



Tetsuya Ishida, *General Manager's Chair in an Abandoned Building*, 1996
石田徹也，《空置大廈內的經理座位》，1996年作

「聖者のような芸術家に強くひかれる。
『一筆一筆置くたびに、世界が救われていく』と本気で信じたり、
『羊の顔の中に全人類の痛みを聞く』ことのできる人達のことだ。
自分は俗物だと思い知らされます。」

——石田徹也

"I am strongly drawn to saint-like artist.
The people who trust believe that 'the world is saved a little with each brushstroke,' who 'feel the pain of all mankind in the face of a sheep.' Their example makes me think that I am a worldly person."

— Tetsuya Ishida

「我深深地被那些聖人般的藝術家所吸引。他們真心相信『每一筆落下，都在救贖這個世界』，或是能夠『在羊的臉中感到全人類的痛苦』。這讓我深刻體認到自己的庸俗。」

——石田徹也



9

HSIAO CHIN (1935-2023)
La Cometa - 5
2002

signed, titled and dated *02* on the reverse
acrylic on canvas

200 x 120 cm (78 3/4 x 47 1/4 in)

The authenticity and information of this work have kindly been confirmed by Hsiao Chin and Hsiao Chin Art Foundation.

HKD1,000,000 - 2,000,000

Provenance
Private Collection, Asia

Exhibited
Taipei, Tina Keng Gallery, *Novel Energy: The End is the Beginning*, 23 April - 26 May 2016

Literature
Hsiao Chin, Carlo Cambi Editore, Milan, 2009, p. 94, illustrated in colour
Eighty Years of Energy: Hsiao Chin's Retrospective & Prospect, National Taiwan Museum of Fine Arts, Taichung City, 2015, p. 167, illustrated in colour
Hsiao Chin: Novel Energy, Tina Keng Gallery, Taipei, 2016, p. 62, illustrated in colour
A Historical Dialogue with Art (II), Punto Press, Taiwan, 2017, p. 125, illustrated in colour

蕭勤
彗星-5
壓克力 畫布
2002年作

簽名：Hsiao勤 零二 "La Cometa -5" 「彗星-5」（背面）

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展覽
「新能量：終點亦為起點 — 蕭勤個展」，耿畫廊，台北，2016年4月23日-5月26日

出版
《蕭勤》，Carlo Cambi Editore，米蘭，2009年，第94頁，彩圖
《八十能量：蕭勤回顧．展望》，國立台灣美術館，台中，2015年，第167頁，彩圖
《新能量：終點亦為起點 》，耿畫廊，台北，2016年，第62頁，彩圖
《與藝術的歷史對話：下》，龐圖出版社，台灣，2017年，第125頁，彩圖



Hsiao Chin
La Cometa - 5
蕭勤《彗星-5》

Hsiao Chin, a seminal figure in modern Chinese art, occupies an unparalleled position in the history of artistic development, owing to his profound contributions and exceptional mastery. His works are held in esteemed collections worldwide, including the National Gallery of Modern Art in Rome and the Metropolitan Museum of Art in New York. To commemorate his 90th birthday, the Guangdong Museum of Art presented "The Light of Hope: Hsiao Chin 90th Anniversary Retrospective Exhibition" from 1 May to 17 August, offering audiences an opportunity to engage with his celebration of life, reverence for cosmic energy, and profound reflections on art.

Born into a distinguished Shanghai family, Hsiao's father, Hsiao Yu-mei, was China's first music doctorate graduate. Tragically, Hsiao was orphaned at a young age. In 1949, he relocated to Taiwan, where he began his artistic journey. In 1951, he enrolled in the Art Department of Taiwan Provincial Normal School, studying under the renowned printmaker Zhou Ying and learning sketching with Chu Teh-chun. At the age of 21, Hsiao received a Spanish government scholarship in 1956, a pivotal moment in his career. While studying in Europe, he immersed himself in Western modern art, particularly *Abstract Expressionism*, astutely observing emerging artistic trends. His overseas correspondence introduced these developments to Taiwan, marking a significant contribution to modern Chinese art as one of the earliest advocates of such ideas in Europe.

In 1955, Hsiao co-founded the Ton Fan Art Group, the first Chinese abstract art collective, alongside close peers including Ho Kan, Hsia Yang, and Li Yuan-chia. By blending avant-garde innovation with the depth of Eastern cultural heritage, they incorporated modernist principles, establishing the foundation of their creative practice. In 1961, Hsiao, together with Italian artist Antonio Calderara, launched the Punto International Art Movement in Milan, which gained widespread recognition across Europe. The term "Punto," derived from the Italian word for "point," was inspired by Taoist philosophy, advocating art as a vehicle for contemplation and introspection, rooted in personal insight and serving as a conduit for the human spirit. During the height of the Punto movement, Hsiao created iconic series of works such as the *Light of Hope* and *La Forza Della Meditazione* series, which share compositional, thematic, and conceptual affinities with *La Cometa – 5* and the *Light of Divinity* series created in his later years . The *Light of Divinity* series has been exhibited at prestigious venues, including the Mark Rothko Art Centre and Beijing's Song Art Museum, and is currently on display at the Guangdong Museum of Art. Furthermore, Hsiao's large-scale *Light of Divinity* mosaic commissioned work, completed in 2017, became a notable corporate artwork in Macau, adding a new dimension to his illustrious career. *La Cometa - 5* not only signifies his return to themes of "light" and "cosmic energy" but also heralds a new phase in his artistic practice, encapsulating his exploration of universal spirituality and cementing its place as a vital component of his oeuvre.

蕭勤作為在華人現代藝術中擁有極其重要影響力的關鍵人物，其藝術造詣與貢獻在藝術發展的漫長進程，佔據著舉足輕重且無可替代的地位。蕭勤的作品廣為世界各地重要博物館收藏，其中包括羅馬國立現代美術館與紐約大都會博物館。今年正值蕭勤誕辰九十周年的重要時刻。廣東美術館於5月1日至8月17日舉辦《希望之光-蕭勤誕辰九十周年回顧展》，帶領觀眾領略其作品中對生命的歌頌、對宇宙能量的敬意以及對藝術的深刻思考。

蕭勤出生於上海的名門世家，其父親蕭友梅乃是中國首位留學的音樂博士。 然而，年少時的蕭勤卻飽經父母雙亡的沉重打擊。1949 年，蕭勤前往台灣，開啟了藝術學習之路。1951 年考入台灣省立台北師範學校藝術科跟隨著名版畫家周瑛學習，並隨朱德群學習素描。1956年，年僅21歲的蕭勤獲得西班牙政府獎學金，這成為他藝術生涯的重要轉折點。在歐洲遊學期間，他深入接觸了西方現代藝術，特別是抽象表現主義的思潮，他敏銳地捕捉到西方藝術發展的新動向，開始撰寫海外通訊，成為台灣在歐洲最早的此類藝術引薦者，這無疑是他對華人現代藝術發展進程中極為重要的貢獻。

早在 1955 年，蕭勤便攜手同窗摯友霍剛、夏陽、李元佳等人，共同創立了華人首個抽象藝術團體「東方畫會」。 他們將前衛精神與東方文化的深厚底蘊相融合，引入現代主義創作理念之中，從而奠定了自身創作的核心根基。 而在1961年，他與意大利藝術家卡爾代拉拉等在米蘭發起「龐圖國際藝術運動」在歐洲等地獲得廣泛迴響。此運動的「龐圖」一詞由意大利語「點（Punto）」音譯而來，在形式之上，在道家思想中建立自我的觀點，傳達要以藝術作為靜觀和內省思想的主張，也傳遞藝術應從個人的思想體悟出發，作為人類精神傳遞的媒介。正值米蘭「龐圖運動」鼎盛時期，蕭勤創作了《希望之光》與《光之力》等代表性作品，與他晚年創作的《神光》及此系列《彗星—五》具有相似的構圖、主題和概念。其中，《神光》系列曾多次在全球各地的重要藝術機構展出，包括馬克羅斯科藝術中心、北京松美術館，目前則於廣東美術館展出。此外，蕭勤於2017年完成的大型《神光》馬賽克作品，更成為重要的澳門企業藝術收藏，為他的藝術生涯增添了新的高度。《彗星—五》不僅象徵他對「光」與「宇宙能量」主題的回歸，更開啟了其藝術實踐的全新階段，展現了藝術家對普世精神的探索與詮釋，成為其創作中不可或缺的一環。






Daugavpils, Mark Rothko Art Centre, "In My Beginning is My End: The Art of Hsiao Chin", 31 July - 25 October 2020
陶格夫匹爾斯，陶格夫匹爾斯馬克羅斯科藝術中心〈在我的開始是我的結束：蕭勤的藝術〉2020年7月31日- 10月25日

"For a long time my artistic creations have conveyed messages and processes related to spiritual growth ... and the vast energy of the cosmos is an inexhaustible and most important source of inspiration for my creative work."

—Hsiao Chin

Created in 2002, *La Cometa - 5* is a late-career work reflecting Hsiao's deep contemplation of rebirth, energy, and the eternal cycle of life, imbued with vibrant artistic vitality. The fleeting passage of a comet across the sky mirrors the transient nature of human existence, yet its radiant glow underscores the enduring impact of a single moment or life—a poignant metaphor for Hsiao's emotional and artistic odyssey.

Standing at an impressive two metres tall, the work employs a minimalist diagonal composition to create a striking visual impact. A luminous white diagonal streak slashes across the canvas, set against a deep indigo background. Diagonal compositions, frequently used in Western art to convey dynamism and visual tension, are a hallmark of modernist and abstract traditions. Lucio Fontana, a leading figure in Italian Spatialism and a key figure in Milan's art scene, profoundly influenced Hsiao. In 1961, the two collaborated to establish the Punto movement. Fontana's revered *Concetto Spaziale* series, exemplified by *Concetto spaziale, Attese* (1960), disrupted the canvas's surface with slashes or diagonal lines, evoking spatial depth and dynamic motion, as if pointing to infinite realms. Similarly, Hsiao's diagonal composition in *La Cometa - 5* captures the trajectory of a comet traversing the cosmos, aligning with Fontana's Spatialist vision of transcending the canvas's physical boundaries to explore the universe's boundless expanse. The work's monumental scale amplifies this sense of spatial immersion, enveloping viewers in the comet's infinite extension, resonating with Fontana's spatial philosophy.

During the mid-1960s, Hsiao resided in New York, at the peak of American Abstract Expressionism, where Barnett Newman's works and theories held significant influence. Although Newman's signature "zip" lines were typically vertical or horizontal, his approach to dividing the canvas and generating dynamic tension indirectly inspired Hsiao's use of a diagonal composition in *La Cometa - 5* to depict the comet's path. The background, rendered in varying shades of blue with sweeping brushstrokes, evokes the depth and layering of cosmic space. The gradation of blue and directional brushwork create a flowing, hand-painted texture. The edges, neither sharp nor mechanically precise, echo the organic quality of Newman's "zip" lines, as seen in works like *Onement I*. This hand-painted aesthetic aligns with the Punto movement's principles, where both artists employed non-mechanical lines as vessels for emotion and philosophy, using minimalist forms to evoke the infinite and inspire perceptions of space, energy, and the sublime. Hsiao channels his perception of the universe's ceaseless energy into this work.

As a mature masterpiece, the comet's radiance and dynamism symbolise an extension of cosmic energy. The hand-painted texture and blurred edges of the streak emulate a comet's glowing motion through space, embodying the flow and eruption of "qi." Scattered dots within the streak suggest cosmic particles dispersing, reinforcing the theme of energy's diffusion and vitality. Hsiao juxtaposes the depth of blue with the intensity of white, creating a powerful contrast between cool and warm tones, while glowing orange-yellow flecks shimmer like stardust within a nebula. This interplay captures the energy and fluidity of a comet blazing through space. The contrast between foreground and background reflects the Taoist principle of yin-yang balance, with the comet's dynamic streak representing "yang" and the smooth blue background embodying "yin." This manifestation of cosmic energy resonates deeply with Eastern concepts of "qi" and universal harmony. At the edges, Hsiao crafts a halo-like effect, with colours transitioning from light to dark, evoking the vastness of the cosmos—a recurring motif in his work, conveying a cosmic traveller's intimate and cherished experience of infinite space and life's journey.

「長久以來，我的藝術創作就是在傳達一個心靈成長的訊息和過程……而宇宙的大能量即是我創作中源源不絕最重要的靈感。」

——蕭勤

作於2002年的《彗星一五》，屬於蕭勤的晚期作品，這一時期他深入反思重生、能量和生命的永恆循環等主題，展現他在不同時期對宇宙之象的感悟，湧動著充盈的藝術能量。彗星在天空中的短暫出現，反映了人類存在的短暫本質，但其光芒卻訴說了一個生命或瞬間的持久影響，這是蕭勤情感與藝術旅程的恰當隱喻。

作品尺幅巨大，高達兩米，藝術家以簡明，對角構圖呈現極具震撼力的視覺效果。一條絢麗奪目的白色對角線橫跨畫布，斜向劃過靛藍的色的背景。對角構圖在西方藝術中常被用來創造動態感和視覺張力，這種手法在現代主義和抽象藝術中尤為常見。意大利空間主義的領軍人物盧齊歐．封塔納，與蕭勤在米蘭藝術圈中有著密切的直接往來。1961 年，兩人攜手創立了「龐圖運動」，封塔納在米蘭藝術界地位尊崇、影響巨大，他的作品對蕭勤產生了極為深遠的影響 。 封塔納的《空間概念》系列中，經常通過切割畫布或使用對角線條來打破平面，創造一種空間感和動態性。例如，他的《空間概念：等待》系列中的斜向切割，讓畫面充滿了張力和運動感，彷彿指向無限的空間。在《彗星一五》中，蕭勤的對角構圖同樣創造了一種指向宇宙深處的動態感，封塔納的空間主義強調藝術應超越畫布的物理限制，探索宇宙的無限，這與蕭勤在《彗星一五》中試圖表現彗星穿越宇宙的意象不謀而合。兩米高的巨大尺幅更強化了這種空間感，讓觀者感受到彗星劃過時的無限延伸，與封塔納的空間理念產生共鳴。

蕭勤在1960年代中期曾旅居紐約，當時正值美國抽象表現主義的高峰，巴尼特．紐曼的作品和理論在藝術圈內廣泛流傳。紐曼的「拉鍊」線條多為垂直或水平，但其分割畫面、創造動態張力的手法間接啟發了蕭勤，讓他在《彗星一五》中採用對角構圖來表現彗星的運動軌跡。《彗星一五》背景中不同調的藍色以掃筆技法處理，創造出宇宙空間的深邃與層次感，藍色的漸變和筆觸方向，讓背景呈現出一種流動感，極具手繪質感，邊緣並非銳利清晰，也不是機械刻板的規整，而是類似紐曼 「拉鍊」 線條的邊緣處理方式與手繪韻味。這種手繪感與紐曼的一些作品，如《Onement I》有相似之處，也與龐圖運動的理念相呼應。兩者都通過手繪感和非機械性，讓線條成為情感與哲學的載體，強調通過簡約的形式表現宇宙的無限，喚起觀者對空間、能量和崇高的感知，蕭勤將內心對宇宙能量生生不息的感知盡現於此。

作為藝術家的成熟之作，彗星的光芒和動態感可以被視為宇宙能量的延伸，條紋的手繪感和模糊邊緣，模擬了彗星穿越太空時的動態與光芒，象徵「氣」的流動與爆發。條紋內部的飛濺點則彷彿宇宙中微粒的散射，進一步強調了能量的擴散與生命力。藝術家結合藍色之深邃、白色之張力，令飽和且強烈的冷暖色彩形成極強的對比衝擊力，溢散在星雲中的橙黃點彩熠熠閃耀，讓觀者感受到畫作中蘊含的能量和流動形態，彷彿捕捉到一顆彗星拖著熾熱的尾巴穿越太空的瞬間。這種前景與背景的對比，體現了道家思想中的陰陽平衡，彗星的動態條紋代表「陽」，而平滑的藍色背景則代表「陰」。這種宇宙能量的展現，與東方文化對「氣」和宇宙和諧的理解高度契合。而在邊界處，他則打造似光暈的影像，由淺至深層層向外推進色彩的漸變，喚起了宇宙的浩瀚無垠，這是蕭勤作品中常見的主題，傳達了一個宇宙過客，對這無垠時空與生命旅程，最隱密而珍貴的體驗和呈現。



Hsiao Chin
Light of Divinity-10
2017
mosaic glass
234 x 348cm
MGM Chairman's Collection

蕭勤
《神光 - 10》
2017年作
玻璃馬賽克
234 x 348 厘米
美高梅主席收藏



Lucio Fontana (1899-1968), *Concetto spaziale, Attese* (1960)
Sold for £1,742,400
Bonhams, London, 29 June 2023, Lot 2

盧齊歐．封塔納
《空間概念：等待》
成交價1,742,400英鎊
倫敦，邦瀚斯，2023年6月29日，拍品編號 2

Over a career spanning six decades, Hsiao Chin, a titan bridging Eastern and Western artistic traditions, initiated multiple international art movements, significantly advancing the development of Eastern abstract art. Even at the height of his achievements, he remained committed to profound reflection on life through his creative practice. He once stated, "Like the motion of this world and the universe, art is an endless stream of work and a never-ending journey of exploration. At every moment throughout this journey, one would inevitably encounter changes that bring about pleasant surprises as well as challenges and confusion. There are more twists and turns and changes to be expected in art than in life itself, because art-making is a reflection of the making of one's inner universe." Through the ebbs and flows of his life and deep introspection, Hsiao masterfully integrated Western aesthetics with Eastern philosophical ideals, probing the mysteries of the cosmos to produce a rich and diverse body of work that continually explores the profound depths of spiritual existence.

蕭勤作為馳騁於東西方藝術領域長達六十載的國際藝術巨匠，發起多項國際藝術運動，有力地促進了東方抽象藝術的發展。 即便在創作成就與藝術閱歷均臻至巔峰之時，他也始終未曾停止通過創作與行動，對生命進行深度的省思。他曾説道：「我的希望，是透過藝術的各種媒材，表達我經過不停及不時內省歷練的省思，向觀者傳達我對人生、宇宙及無限進化的學習及探討。 」蕭勤於生命歷程的起伏與深刻內省中，巧妙融合西方美學、東方哲學理念，深入探究宇宙萬象，創作出一系列豐富多元的藝術佳作，持續探尋精神生命的深邃意蘊。



Hsiao Chin in his Milan home with his *Comet Series* (2016) displayed on the wall.
蕭勤於2016年米蘭家中，牆上展示其《彗星系列》。



Detail 局部

10

LI CHEN (B. 1963)

On Cloud Mountains

2003

incised with two artist's seals, signature, numbered *7/8* and dated *2003* on the back

bronze

90 x 48 x 35 cm (35 3/8 x 18 7/8 x 13 3/4 in)

This work is accompanied by a certificate of authenticity issued by Asia Art Center.

HKD950,000 - 1,200,000

Provenance

Private Collection, Asia

Acquired from the above by the present owner

Exhibited

Venice, *Li Chen: Energy of Emptiness 2007 Solo Exhibition at 52nd International Art Exhibition -La Biennale di Venezia*, 8 June - 21 November 2007(different sized editions)

Literature

Asia Art Center, *Li Chen 1992-2002 Sculpture*, Taipei, 2004, p. 93-94, illustrated in colour (different sized editions)

Asia Art Center, *Li Chen: Energy of Emptiness 2007 Solo Exhibition at 52ndInternational Art Exhibition -La Biennale di Venezia*, Taipei, 2007, p. 107-110, illustrated in colour (different sized editions)

Asia Art Center, *Li Chen: In Search of Spiritual Space 2008 Solo Exhibition at National Art Museum of China*, Taipei, 2008, p. 88-93 and p. 197, illustrated in colour (different sized editions)

Asia Art Center, *Through the Ages – Li Chen*, Taipei, 2019, p. 171, illustrated in colour (different sized editions)

李真

清涼山

銅雕

2003年作

簽名：Li Chen 2003（刻於背部）

版數：7/8（刻於背部）

藝術家鈐印兩枚

此作附亞洲藝術中心開立之作品證書

來源

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現藏家得自上述來源

展覽

「李真—虛空中的能量 第 52 屆威尼斯雙年展」，威尼斯，2007年6月8日-11月21日（另一尺寸、版數）

出版

《李真雕塑1992-2002》，亞洲藝術中心，台北，2004，第93至94頁，彩圖（另一尺寸、版數）

《李真—虛空中的能量 第 52 屆威尼斯雙年展》，亞洲藝術中心，台北，2007，第107至110頁，彩圖（另一尺寸、版數）

《李真—尋找精神的空間：中國美術館個展》，亞洲藝術中心，台北，2008，第88至93頁、第197頁，彩圖（另一尺寸、版數）

《古往今來——李真》，亞洲藝術中心，台北，2019，第171頁，彩圖（另一尺寸、版數）



Li Chen is one of the most iconic contemporary Chinese sculptors, celebrated for his unique artistic language that merges Eastern philosophy with contemporary aesthetics, earning him a prominent place on the international art stage. In the 1980s, the resurgence of Buddhism in Taiwan led him to deeply study traditional Buddha sculpture, a transformative experience that not only laid the technical foundation for his art but also imbued his work with profound cultural depth. In his creations, Li masterfully integrates the "selflessness" of traditional craftsmanship with the "self-expression" of modern art, transforming the simplicity and spirit of Chinese Buddhist sculpture into a contemporary visual language. By subverting traditional proportions, postures, and the use of bronze as a medium, he achieves an aesthetic of "effortless grace"—a delicate interplay of ethereal lightness and substantial weight.

Li's career reached a turning point in 2007 when he was invited to participate in the 52nd Venice Biennale. This milestone propelled his work into prominent global venues, such as the Place Vendôme in Paris, and solidified his practice of reconstructing Eastern Zen philosophy through a modern lens. His artistic exploration not only garnered international acclaim but also established a new paradigm for the contemporary interpretation of traditional culture. Through sculpture, Li engages in metaphysical exploration, creating an easily recognisable aesthetic symbol of Eastern philosophy in cross-cultural dialogues.

The work featured in this auction, *On Cloud Mountains* (2003), belongs to Li Chen's most representative *Great Ether* series and is one of the pieces that first appeared at the Venice Biennale. In *On Cloud Mountains*, Li harmoniously integrates three distinct elements—mountains, seas of clouds, and a solitary practitioner—into a single composition, illustrating the multi-layered nature of existence. The practitioner, with hands behind his back, stands serenely amid the clouds and mountains, gazing down upon the world with a calm and peaceful expression, as if sensing the pulse of the universe in silent contemplation. The figure is rendered in a deep, matte black, a colour choice imbued with significant meaning. This somber tone not only conveys a sense of solidity and depth but also symbolises the practitioner's profound inner world and unwavering spiritual strength. Notably, Li deliberately places this weighty figure atop light, silver clouds, creating a striking visual paradox: a "lightness bearing weight." This seemingly contradictory combination holds profound implications—the resilience of the spirit can transcend the constraints of materiality, and inner cultivation can surpass external form. The juxtaposition of black and white, along with the contrast between weight and lightness, not only enhances the visual tension of the sculpture but also engages the viewer in a philosophical discourse on the essence of existence.

The sculpture's base, designed in the shape of a mountain, serves as both a direct reference to the title *On Cloud Mountains* and a deeper exploration of the symbolic significance of mountains in Chinese culture. Mountains are often regarded as symbols of spirituality and wisdom in Chinese tradition, representing humanity's reverence for and pursuit of nature. The practitioner's steadfast stance atop the mountain peak symbolizes the achievement of spiritual enlightenment and a connection with the cosmos, embodying the Daoist philosophy of "communing with heaven and earth." When viewers contemplate this sculpture, they experience a dual awareness—the transcendent practitioner, seemingly detached from the mortal world, gazes back at them with an all-encompassing perspective. Though existing within his own spiritual realm, the practitioner maintains a serene detachment, embodying the Daoist ideal of "harmonising with light, blending with dust."

Li Chen's sculptural works are neither mere replicas of tradition nor passive imitations of Western contemporary art. Instead, he creatively constructs a "timeless" visual philosophy. Formally, he transforms the solemnity of traditional Buddhist sculptures into fluid, contemporary forms. Spiritually, he translates the "selflessness" of religious practice into a tangible state of being for modern audiences. Materially, he imbues the weighty medium of bronze with the lightness of clouds. This aesthetic of "effortless grace" not only defies the physical limitations of sculpture but also challenges stereotypes about Eastern aesthetics. As exemplified by *On Cloud Mountains*, Li's depiction of the practitioner, standing firmly on clouds and surveying the world below, is both a reinterpretation of traditional aesthetics and an artistic response to the spiritual dilemmas of modern life.

李真是當代藝術雕塑領域極具標誌性的華人藝術家之一，以其融合東方哲學與當代美學的獨特語匯在國際藝壇大放異彩。1980年代，台灣佛教復興的浪潮引領他深入研習傳統佛像雕塑，這段經歷不僅奠定其技藝根基，更賦予其作品深厚的文化底蘊。他在藝術創作中巧妙調和傳統工匠的「無我」境界與現代藝術的「自我」表達，將中國佛像的簡練精神轉化為當代視覺語言——通過顛覆傳統的比例結構、姿態造型與青銅材質運用，創造出既空靈飄逸又充滿量感的「舉重若輕」美學。2007年受邀參加第52屆威尼斯雙年展成為李真藝術生涯重要轉折，此後作品相繼亮相巴黎凡登廣場等國際重要場域，其以現代視角重構東方禪意的藝術實踐，不僅獲得全球藝壇矚目，更開創了傳統文化當代轉化的新範式。李真通過雕塑所進行的形而上探索，已成為跨文化對話中極具辨識度的東方美學符號。

本次拍賣帶來的《清涼山》創作於2003年，屬於李真最具代表性的「大氣神遊」系列，也是其初次登上威尼斯雙年展的作品之一。《清涼山》以精妙的構圖將山巒、雲海與修行者，三個不同元素地精妙疊加為一體，展現了生命存在的多種層次。修行者悠然自得背手立于山間雲端，俯視著滄桑大地，面容平和，神情恬淡，仿佛在靜默中感知著宇宙的脈動。修行者通身霧黑的色彩處理極具深意，這種沈郁厚重的黑色調不僅呈現出一種沈穩的質感，更象徵著修行者深邃的內心世界與堅定的精神力量。引人注意的是，藝術家刻意將這凝重的人物形象安置在輕盈的銀色雲朵之上，創造出「以輕馭重」的視覺奇觀。這種看似矛盾的組合實則暗含深意：厚重的精神能夠駕馭輕盈的物質，內在的修為可以超越外在的形質，暗示著至柔至弱中蘊含著至剛至強的道性。黑與白的色彩對比、輕與重的質感反差，不僅強化了畫面的視覺張力，更構成了一個關於存在本質的哲學對話。

李真在雕塑的底座上選用了山形的設計，這不僅是對《清涼山》名稱的呼應，也是對中國文化中「山」的象徵意義的深刻挖掘。山在中國文化中常被視為靈性與智慧的象徵，代表著人類對於自然的崇敬與追求。修行者屹立於山巔之上，意指在心靈的高峰中達到精神的覺悟，並與天地相通，體現出「獨與天地往來」的道教思想。當觀者凝視這件雕塑時，會產生一種奇妙的雙向覺知——那超然物外的修行者雖背對塵世，卻以洞悉一切的目光回望著每一位觀者。它存在於自己的道境中，對世俗目光保持著「和其光，同其塵」的淡然。

李真的雕塑作品既非對傳統的簡單複刻，亦非對西方當代藝術的被動模仿，而是創造性地構建了一個「既古且今」的視覺哲學體系。在形式上，他將傳統佛像雕塑的莊嚴法相轉化為充滿當代感的流暢造型；在精神上，把宗教修行中的「無我」境界轉化為現代人可感知的生命狀態；在材質上，讓沉重的青銅表現出雲氣般的輕盈質感。這種「舉重若輕」的美學實踐，不僅顛覆了雕塑藝術的物理極限，更打破了人們對東方美學的刻板認知。正如《清涼山》所展現的，修行者穩立云端、俯察人寰的形象，既是對傳統美學的再演繹，又是對現代人精神困境的藝術回應。

Detail 局部



11

GEORGE CONDO (B. 1957)

Standing Nude in the Night with Bubbles

1999

signed, titled and dated *Condo 99 Standing nude in the night with bubbles* (on the reverse)

oil on canvas

152.5 x 127.3 cm (60 1/16 x 50 1/8 in)

HKD2,500,000 - 3,500,000

Provenance

Private Collection, New York (acquired directly from the artist)

Sale: Sotheby's, New York, *Contemporary Art Day Auction*, 19 May 2017, lot 456

Private Collection, Asia

Sale: Sotheby's, Hong Kong, *Contemporary Day Auction*, 28 April 2022, lot 546

Acquired from the above by the present owner

喬治・康多

泡泡夜裡的站姿裸女

油彩 畫布

1999年作

簽名：Condo，《Standing Nude in the Night with Bubbles》，99（背面）

來源

美國私人收藏（直接得自藝術家）

拍賣：紐約，蘇富比 ，2017年5月19日，拍品編號456

亞洲私人收藏

拍賣：香港，蘇富比，2022年4月28日，拍品編號546

現藏家得自上述來源



George Condo
Standing Nude in the Night with Bubbles
喬治・康多《泡泡夜裡的站姿裸女》

George Condo is one of the few contemporary artists who can effortlessly navigate between classical and modern styles. Since the early 1980s, he emerged in New York's East Village art scene with a vivid and distinctive visual language, rising alongside Jean-Michel Basquiat and Keith Haring as a key figure in a wave of art that challenged tradition. Condo once worked as an assistant in Andy Warhol's studio, where he directly experienced how art could move through and be transformed by mass consumption and popular culture. This period laid a rich and multifaceted foundation for his creative practice.

Condo's characters are often faceless, their bodies distorted and disproportionate. Though seemingly absurd, they convey authentic human emotion and psychological depth. In *Standing Nude in the Night with Bubbles*, a female nude figure stands beneath the night sky. She has no face; her long neck, resembling a pipe, supports a round head. Her chest is composed of geometric forms, and her arms hang limp, like deflated balloons. Her body appears to be assembled from various visual symbols, sculptural yet full of dramatic tension. Yellow spots emerge from her ears and swirl like starlight above her head, adding a fantastical atmosphere to the night. Light bubbles float gently across the canvas, infusing the work with poetic whimsy and childlike wonder. Within this dreamlike setting, the deformed nude body appears both comical and charged with tension, as if narrating a journey of transformation from classical to contemporary art.

Condo did not remain within the realm of Pop Art. Instead, he created a unique visual universe. By fusing Picasso's deconstruction with the exaggeration of comic art, he developed his own style known as *Artificial Realism*, a presentation that retains classical painting techniques while using satire, distortion, and humour to reinterpret the human figure. This has resulted in a painterly vocabulary that exists between classical tradition and contemporary visual culture. Condo often draws from art history, with inspirations not only from Picasso but also from masters like Diego Velázquez, Orazio Gentileschi, and Willem de Kooning. Rather than severing ties with the past, he reassembles and reinterprets it, allowing history to be reborn through his hands. He distils the essence of these classical influences and transforms them into his own language—dramatic, absurd, yet precise and nuanced.

As curator Ralph Rugoff once said, "Condo has explored the outer suburbs of acceptability while making pictures that, for all of their outrageous humour, are deeply immersed in memories of European and American traditions of painting." In *Standing Nude in the Night with Bubbles*, this tension between tradition and subversion is brought to life in full force.

喬治・康多是當代藝術界中，少數能自在遊走於古典與現代風格之間的畫家。自1980年代初，他便以鮮明而獨特的視覺語言在紐約東村藝術圈嶄露頭角，與尚・米榭・巴斯奇亞和基斯・哈林齊名，成為那股顛覆傳統的藝術浪潮中的要角。他曾在安迪・沃荷的工作室擔任助手，親身體驗藝術如何在大眾消費與文化中穿梭轉化。這段經歷，為他的創作奠定了深厚而多變的背景。

康多筆下的角色往往沒有臉孔，肢體比例扭曲變形，看似荒誕，卻又傳遞出真實的人性與情感。《泡泡夜裡的站姿裸女》一位女性裸體角色於夜幕中佇立。她沒有臉，長長的頸部像管道般支撐著圓形的頭部，胸部以幾何形構成，手臂鬆垂無力，如空氣洩盡的氣球。她的身體彷彿是由各種視覺符號拼湊而成，既有雕塑性，又極具戲劇張力。從她耳朵中竄出的黃色斑點，如星光般在頭頂盤旋，為夜色增添一種奇幻氣息。畫面中的泡泡則輕盈浮現，為整體作品注入一絲詩意與童趣。在這樣夢幻的場景中，那具被變形的裸體，既滑稽又充滿張力，彷彿訴説著一場從古典到當代的轉化旅程。

康多並未停留在波普藝術的風格，而是創造了一個獨特的視覺宇宙。他將畢卡索的解構與漫畫的誇張相融合，形成他自創的風格「人工寫實主義」，既保留了古典繪畫技巧，又透過諷刺、變形與幽默重新詮釋人物的表現方式，創造出一種介於古典與當代視覺文化的繪畫語彙。康多一向從藝術史中取材，除了畢卡索之外，委拉斯蓋茲 、真蒂萊斯基、德庫寧等大師都是他的靈感來源。他並不試圖割裂與過去的聯繫，反而透過重新拆解與拼接，讓歷史在他手中得以再生。他從這些大師經典中汲取精隨，並轉化為屬於自己的語彙，充滿戲劇性、荒謬感，卻同時細膩而精準。

正如策展人拉爾夫・魯戈夫 所言：「康多遊走於可接受尺度的邊界，創作出那些雖極具荒誕幽默，卻深深植根於歐洲與美國繪畫傳統的作品。」在《夜裡站立的裸體與泡泡》中，這種傳統與顛覆的張力被體現得淋漓盡致。

Detail 局部



12

SANYU (1895-1966)

Woman in Red Sweater

circa 1920-1930

signed on the lower right
ink and watercolour on paper

47 x 27.5 cm (18 1/8 x 10 1/4 in)

This work is registered as W102 by the Li-Ching Cultural & Educational Foundation. (For further information, please refer to Art of Sanyu https://www.artofsanyu.org/)

HKD600,000 - 900,000

Provenance

Private Collection, France
Sale: Christie's, Hong Kong, *20th Century Chinese Art & Asian Contemporary Art*, 31 October 2004, Lot 684
Acquired from the above by the present owner

Literature

Rita Wong, ed., *Sanyu Catalogue Raisonné Drawings and Watercolors*, The Li Ching Cultural and Educational Foundation, Taipei, 2015, plate W102, p. 213, illustrated in colour

常玉

紅衫女士
水墨 水彩 紙本
1920-1930 年代作

簽名：SANYU（右下）

此作品已登記於財團法人立青文教基金會，註冊號碼為W102 (詳情請瀏覽常玉線上資料庫 http:/www.artofsanyu.org/)

來源

法國私人收藏
拍賣：香港，佳士得，「亞洲當代藝術及中國二十世紀」，2004年10月31日，拍品編號 684
現藏家得自上述來源

出版

衣淑凡著，《常玉素描與水彩全集》，財團法人立青文教基金會，台北，2015年，圖版W102，第213頁，彩圖


SANYU

13

SANYU (1895-1966)

Nude

circa 1930s

signed on the lower left
ink on paper

26.5 x 43.5 cm. (10 1/8 x 17 in.)

This work is registered as D0260 by the Li-Ching Cultural & Educational Foundation. (For further information, please refer to Art of Sanyu https://www.artofsanyu.org/)

HKD130,000 - 220,000

Provenance

Sale: Christie's, Hong Kong, *Contemporary Chinese Oil Paintings & Watercolours*, 28 April 1996, Lot 394
Private Collection, Asia
Sale: Christie's, Hong Kong, *20th Century Chinese Art & Asian Contemporary Art*, 31 October 2004, Lot 685
Acquired from the above by the present owner

Literature

Rita Wong, ed,*Sanyu: Index of Drawings*, The Li Ching Cultural and Educational Foundation, Taipei, 2015, plate D0260, electronic index p. 27, illustrated in colour

常玉

裸女
水墨 紙本
約1930年代作

簽名： Sanyu (左下)

此作品已登記於財團法人立青文教基金會，註冊號碼為D0260 (詳情請瀏覽常玉線上資料庫 http:/www.artofsanyu.org/)

來源

拍賣：香港，佳士得，「中國近代書畫」，1996年4月28日，拍品編號 394
亞洲私人收藏
拍賣：香港，佳士得，「亞洲當代藝術及中國二十世紀」，2004年10月31日，拍品編號 685
現藏家得自上述來源

出版

衣淑凡著，《常玉素描全集》，財團法人立青文教基金會，台北，2015年，圖版D0260，電子索引，第27頁，彩圖


SANYU

Sanyu: The Elegance of East-West Synthesis on Paper

常玉：中西交融的紙上風雅

Regarded as the "Matisse of the East," Sanyu was a pioneering figure of Chinese modernist art. After arriving in Paris in 1921, he opted out of traditional academic institutions and instead enrolled at the free-spirited Académie de la Grande Chaumière. Immersed in the bohemian circles of Montparnasse, Sanyu honed a unique synthesis of observation, ink practice, and Western modernist ideas—most vividly expressed through his works on paper.

Woman in Red Sweater (circa 1920–30s) presents a poised woman in profile, elegantly seated. Sanyu's fluid black lines, drawn with a calligraphic touch, define the figure, while washes of crimson and soft peach subtly shade her garments and skin. A touch of rouge enlivens the cheeks. The blank background enhances the figure's quiet presence, evoking both the Art Deco aesthetics of 1920s Paris and the airy discipline of traditional Chinese ink painting. *Nude* is among the most iconic examples of Sanyu's celebrated *ink nude* series. With only a few sweeping ink strokes, the artist captures the reclining figure in elegant repose. The lines—unbroken and calligraphic—trace the body's rhythm with poetic simplicity. The model's bob haircut evokes the famed muse of Montparnasse, Kiki de Montparnasse, who posed for numerous Parisian artists of the era. Sanyu may have encountered her at the Chaumière or a nearby café, sketching this lyrical portrait in a moment of inspiration. Beyond its elegance, *Nude* reveals Sanyu's modernist experimentation with perspective. The exaggerated proportions of the hips and thighs suggest a wide-angle lens distortion—a photographic influence he often explored. As his friend Xu Zhimo once quipped, Sanyu's nudes were graced with "cosmic thighs," a testament to his ability to blend subtle humour with radical form.

Woman in Red Sweater and *Nude* both epitomise Sanyu's signature philosophy: line above all. Merging the fluid grace of Chinese brushwork with the formal liberation of modernist art, he crafted a transcultural language all his own. *Woman in Red Sweater* is among the rare surviving examples of Sanyu's watercolour works. Both pieces bear the artist's signature and have been documented in authoritative catalogues, marking them as rare and significant pieces of paper-based modernist art.

常玉被譽為「東方馬蒂斯」，是中國現代主義藝術的重要開路先鋒。1921年他遠赴巴黎，並非就讀正規學院派，而選擇更自由奔放的「大茅屋工作室」習畫。在蒙帕納斯區的藝文圈中，常玉與歐洲藝術家、作家、文人雅士頻繁交流，也養成他觀察生活、速寫人物的習慣。這樣的背景，使他在紙本創作上展現出獨特的筆墨感與文化融合的風格，尤其在人物與裸女主題上，深具代表性。

《紅衫女士》創作於1920–1930年代，畫面中，一位身著鮮紅毛衣、神情沉靜的現代女子側身而坐。常玉以洗練有力的黑線勾勒輪廓，衣袖的皺褶、雙手的姿態皆簡而不略。紅暈與淡膚色的暈染既富裝飾性，又保留東方書畫的留白之美，淡雅中帶著法式女性的優雅風情。畫面背景未加渲染，突顯人物的存在感，並讓觀者將注意力集中於線條與色塊的節奏之上。這種風格亦可見於1927–28年間流行於巴黎的裝飾藝術運動之中，顯示常玉對當代潮流的敏銳觸感。《裸女》則更貼近常玉紙上創作中最為人稱道的「水墨裸女」系列。這幅畫以極簡的墨線勾勒出一位半倚坐的女子，其姿態含蓄，線條流暢如書法運筆，一氣呵成。女子齊耳短髮的造型令人聯想到1920年代活躍於蒙帕納斯的傳奇模特兒琦琦，她與常玉年齡相仿，也曾表示學習過中文，或許兩人曾在咖啡館或畫室中相遇。本作除了展現書法式的簡約線條，也帶有常玉對透視與比例的個人實驗。誇張的大腿與臀部比例宛如廣角攝影效果，正如徐志摩戲稱的「宇宙大腿」，賦予畫面一種近乎雕塑性的量感與動勢。

兩件作品共同體現常玉「線為主體」的藝術理念。他不拘泥於解剖學與立體法，而以筆線取代光影，以留白營造空間，以簡化與變形傳達姿態與神韻。這種融合東方書法精神與西方現代造型的語彙，使常玉成為中西藝術交會中的關鍵人物。《紅衫女士》水彩創作數量本就稀少，與《裸女》兩作皆具備簽名與圖錄登載，為藏家與學術界所高度重視的珍稀品項。

Detail 局部



14

JU MING (1938-2023)

Taichi Series - Single Whip & Taichi Series (Two Works)

1991 & 1992

each incised with the artist's signature on the underside; dated *'91* and *'92* respectively on the underside

Wood

42.9 x 32.5 x 48.3 cm (16 7/8 x 12 3/4 x 19 in)
47.8 x 33.3 x 43.7 cm (18 7/8 x 13 1/8 x 17 1/4 in)

Each work is accompanied by a certificate of authenticity issued by NPO Juming Culture & Education Foundation.

HKD1,300,000 - 2,300,000

Provenance

Acquired directly from the artist by the previous owner
Private Collection, Asia
Sale: Tiancheng International Auctioneer, Hong Kong, *Modern & Contemporary Art*, 28 November 2011, Lot 76
Acquired from the above by the present owner

朱銘

太極系列-單鞭下勢及太極系列（兩件作品）
木雕
1991及1992年作

簽名：朱銘 91；朱銘 92（刻於底部）

每件作品附財團法人朱銘文教基金會開立之作品保證書

來源

前藏家直接得自藝術家
亞洲私人收藏
拍賣：香港，天成國際，「現代及當代藝術—當代文人」，2011年11月28日，拍品編號 76
現藏家得自上述來源

"It was before the Taichi, and yet could not be considered high; It was below all space, and yet could not be considered deep. It was produced before heaven and earth, and yet could not be considered to have existed long; It was older than the highest antiquity, and yet could not be considered old."

— Zhuangzi, *The Great and Most Honoured Master*

「在太極之先而不為高，在六極之下而不為深，
先天地生而不為久，長於上古而不為老。」

——《莊子· 大宗師》





Ju Ming, *Taichi Series - Single Whip*, 1991
朱銘，《太極系列-單邊下勢》，1991

Ju Ming began his sculpting works on the theme of Taichi in the 1970s. He studied under the sculptor master Yuyu Yang, and upon his teacher's advice, he took up the practice of Taichi to develop physical and mental discipline, which inspired him to explore art on a more inner, spiritual level. In 1977, Ju Ming's debut solo exhibition in Japan at the Tokyo Central Art Museum, showcasing 28 wooden sculptures from the Taichi series, which caused a sensation and garnered high acclaim in the art world. Ju Ming's *Taichi* series serves as a refinement and expression of his cultural and Chinese spiritual beliefs. By embodying the concept that "Art as Practice," he has not only expanded into broader artistic realms but also delved into the philosophical essence of his creations. The works presented in this auction, a set of two pieces from the *Taichi series— Single Whip* and *Taichi Series* (Lot 14), exemplify the artist's philosophical views and stand as quintessential works within this series of wooden sculptures.

Ju Ming's sculptures draw inspiration from the Taichi movements of "Single Whip" and "Side Kick," merging traditional Chinese woodcarving techniques with a contemporary abstract style to capture the grace and fluidity of motion. Sculpting with wood with an instinctive mind each confident cut of the blade possessing meaning and function, reflecting his profound grasp of structural form and enters the state of "unity of heaven and man". The two sculptures present a scene reminiscent of a martial arts sparring session between two individuals. The *Single Whip* sculpture takes its form from one of the most recognisable postures in Taichi, with feet apart, center of gravity lowered, arms extending with the movement of steps, bearing a forceful yet poised energy, showcasing the grand and steady yet effortlessly flowing momentum of Taichi. The "Side Kick" movement from the other figure unfolds a tale of dynamic force. The figure's torso sharply twists, hands converge, a single leg thrusts forward in a resounding kick, head level with the earth. This sculpture unveils the explosive power where all martial arts thrive on speed, yet it retains an extraordinary sense of balance that transcends the ordinary.

Both sculptures gracefully carved from wood, where the material and texture of natural elements intertwine to manifest the Taoist essence of Taichi. With clean, refined lines and sharp contours, these pieces eloquently depict the interplay of "yin and yang." Ju Ming masterfully integrates Taichi's principles of strength and softness into the figures: the raw power evident in the decisive cleaves and splits, each mark a symbol of boundless force, and the grace captured in the nuanced details of movement—the billowing sleeves responding to the arms' rise and fall, hinting at both dynamic energy and tranquil poise. These two sculptures not only flow seamlessly in their individual movements but also, when placed together, resemble a Taichi exchange, with both figures completely absorbed, demonstrating a myriad of moves while staying true to their essence. Despite the sculptures being primarily composed of wood in large block-like forms, subtle cuttings at the turning points add a touch of intricacy, allowing the pieces to exude the flowing elegance of Taichi movements while maintaining a sense of solidity.



Regardless of the choice of medium or the techniques within Taichi, they serve as vehicles through which Ju Ming encapsulates and expresses the philosophical essence of Taichi. As the Taichi theorist Chen Xin once said, "In practicing boxing, one follows the dynamics of nature, and the original image of Taichi emanates from within oneself." This reveals Taichi's deep-rooted connection to the Daoist principle of unity between heaven and humanity, centering on the concept of "Taichi from absolutely nothing" and the art of "take no action and leave nothing undone", elevating the body and mind to a state of natural harmony. Through the flow of the body, there is a profound exchange with nature, reflecting a spiritual connection. Ju Ming's wooden sculptures are born from this philosophical underpinning, as the artist once remarked, "I did hand-tear the wood at some point to let it crack through the natural lines to preserve its original textures. It enables the emergence of artistic vocabulary and vitality which I have no intention to change. Natural wood is an everlasting life form with shapes and lines more beautiful than anything I carved." Thus, in Ju Ming's wooden sculptures, beyond the embodiment of the artist's philosophy, the wood itself, shaped by years of growth, bears the marks of nature's seasons. Every texture records the passage of time, blending the artist's creativity with the rhythms of nature, with each work encapsulating the wisdom of the universe.

Ju Ming's *Taichi* series has not only solidified its significant position in art history due to its profound Eastern philosophical content and artistic depth, but his works have also been included in museum collections worldwide, such as the Ashmolean Museum, Oxford University, and the National Museum of Singapore. His sculptures are often integrated into urban landscapes, exuding a sense of mystery and wonder. His large bronze sculptures, renowned for their grandeur, are frequently used as urban landmarks, symbolizing strength and harmony. For instance, the monumental bronze sculpture *Single Whip*, featuring the same form as the wooden sculpture being auctioned, has stood tall at the Hong Kong Exchange Square since the 1980s—a location known for intense commercial competition and concentrated wealth, embodying the concepts of offense and defense, balance between hardness and softness, and the eternal cycle of life. The two wood sculptures present for sale this time not only represent the source of Ju Ming's creation and reflect the level of symbiosis with heaven and earth, but are also a good opportunity to collect public art that rivals well-known urban landmarks.

朱銘對於「太極」系列的構思始於1970年代，他師從雕塑大師楊英風，在老師的建議之下，為了強身健體而學習太極拳，也由此啟發了朱銘「向內探索」的藝術追求。1977年朱銘首次赴國外展出，在日本東京中央美術館展出了28件木雕的「太極」系列作品造成轟動，也由此贏得藝壇的高度評價。朱銘的「太極」系列作為自己對文化思想和中國精神的一種提煉與表達，他踐行「藝術即修行」的理念同時也開闢更為廣闊的藝術領域，本次上拍的雕塑為一組兩件的「太極」系列作品—《單邊下勢》與《太極系列》正是體現藝術家哲學觀的精神性作品，更是這一系列木雕作品的代表之作。

作品以太極動作「單邊下勢」與「踢腿」為造型基礎，為了展現氣韻流動和靈動自由的動勢，朱銘捨棄形象的細節，將中國傳統木雕的技法與先鋒的抽象簡練風格融為一體。朱銘對於木材使用大刀闊斧，由外向內削減式進行，刀劈的肌理顯示藝術家動作非常利落自信，展現其對造型結構的了然於胸，創作也進入到「天人合一」的心流境界。兩件雕塑呈現彷彿武藝切磋的兩個人，《單邊下勢》是朱銘「太極」系列中最為著名的造型，人物雙足開展，重心下沉，雙臂隨步態延展，帶有蓄力動起的力量，展現出太極拳恢弘穩重卻又流動自如的氣勢。展現「踢腿」動作的《太極系列》則是人物上半身後轉，雙手收斂，單腳踢出，頭部與地面呈平行，展現出天下武功唯快不破的爆發力，同時兼顧超乎尋常的平衡感。

兩件雕塑均以木材雕刻，以自然元素的材質與肌理展現了「太極」道法自然的內在生命力，兩件雕塑線條乾淨洗練，輪廓尖刻分明，整體呈現線條與塊面的交織，生動詮釋何為「陰陽相生」。朱銘將太極中的剛與柔巧妙的融合在人物的造型當中，他的剛勁體現在極為簡潔和乾脆的劈砍剝裂，每一個利落的大斧砍紋都象徵著無窮的力道；而柔勁則體現在他對人物動勢的細節刻畫，雙臂的上揚與下沉帶起的翩翩衣袖，既能感受到人物的似靜若動，也可窺其身姿瀟灑，彷彿蘊含無限能量。兩件雕塑不僅各自動作行雲流水，一併放置亦似太極對招，二人渾然忘我，招式萬變不離其宗，造型上雖然木材整體呈大塊面堆疊組合而成，卻能在轉折處略作出小切面，讓作品在穩重之餘，展現出太極拳的氣韻流動。

其實無論媒材的選擇或者是太極拳法中的招式，都是朱銘作為對太極哲學思想歸納與表達的載體，太極拳先哲陳鑫説：「打拳皆隨天機動宕，太極原象皆自吾身流露」，可見太極身受道家「天人合一」的影響，以「無極而太極」為核心，無為而無不為，將身心昇華至一種自如的境界，以身體的流動與大自然進行心靈交流，而朱銘的木雕正是在這樣的一種思維下誕生，藝術家曾道：「我無權去改變木頭天然的紋路，因為那是一種永恆的生命，是人永遠不能達到的成就，而且比我用鋸刀刻出來的任何東西更美麗」，因此朱銘的木雕除了藝術家的藝術理念的踐行之外，孕育在歲月中的木料，更是每一處紋理都記錄著自然的寒暑春秋，與藝術家的創作、天道的規律都融為一體，每一件作品中都孕育著包羅天地萬象的智慧。

朱銘的「太極」系列不僅以其深邃的東方哲學內涵與藝術高度而奠定了其在藝術史上的重要地位，作品被世界各地博物館納入館藏，包括阿須摩林博物館、牛津大學、新加坡國家博物館等。他的雕塑也經常嵌入城市景觀，並且充滿奧妙。他的大型銅雕作品因其雄渾的氣勢常被用於城市地標之處，例如與本次上拍的木雕同一造型的《單邊下勢》，這一造型的巨型銅雕自80年代開始就傲立於香港交易廣場這一商業競爭最為激烈，同時也象徵財富最為集中之地，寓意攻守兼備、剛柔並濟、生生不息。而本次上拍兩件木雕不僅代表朱銘的創作源頭、體現與天地共融共生的層次，也更是一次收藏比肩知名城市地標公共藝術的良機。





Ju Ming, *Taichi Series*, 1992
朱銘，《太極系列》，1992

15

XUE SONG (B. 1965)

Dialogue with Mondrian No. 4

2012

signed on the lower right; signed, titled and dated *2012* on the reverse
mixed media on canvas

140 x 160 cm (55 1/8 x 63 in)

HKD200,000 - 400,000

Provenance

Sale: 33 Auction Pte Ltd, Singapore, *Modern and Contemporary Asian Art*, 17 January 2014, lot 41
Loftyart Gallery, Taipei
Acquired from the above by the present owner

Exhibited

Hong Kong, Ink Asia 2017, Hong Kong Convention and Exhibition Centre, 14-17 December 2017
Taipei, Loftyart Gallery, *Pine・Smoke・Ink - Xue Song Solo Exhibition*, 6 January - 4 March 2018
Shanghai, Half Image, *Reshaping Experience*, 11 August - 12 October 2018

Literature

Pine.Smoke.Ink - The Art of Xue Song, Lofty Culture & Art, Taipei, 2017, illustrated in colour

薛松

與蒙德里安對話 No. 4
綜合媒材 畫布
2012年作

簽名：Xue Song（右下），與蒙德里安對話 No. 4 Mondrian 140 cm x 160 cm 薛松 Xue Song 2012（背面）

來源

拍賣：新加坡，33拍賣行，「亞洲現當代藝術」，2014年1月17日，拍品編號41
台北，高士畫廊
現藏家得自上述來源

展覽

「香港水墨藝術博覽會」，香港會展中心，香港，2017年12月14日-17日
「松・煙・墨—薛松個展」，高士畫廊，台北，2018年1月6日-3月4日
「重塑經驗」，半張圖藝術館，上海，2018年8月11日-10月12日

出版

《松・煙・墨—薛松的藝術》，高士文化藝術有限公司，台北，2017，彩圖

Xue Song, a pioneering force in China's contemporary Pop Art, has redefined Eastern aesthetics in a globalised art world through his signature "burning" and "collage" technique. The two devastating fires in his studio in 1990 profoundly impacted Xue's nascent artistic career, yet they also inspired a new creative direction: "burning" and "collage." Xue places the remnants of printed materials, scorched by fire, onto canvas and, based on his conceptual vision, engages in a process of collaging that results in a mosaic-like fragmentation. He then applies acrylic paint to cover and adjust these fragments, integrating elements of traditional Chinese painting with Western art. This creative approach is both destructive and constructive, breaking conventional artistic contexts and traditional aesthetic norms to reconstruct a unique artistic language.

Dialogue with Mondrian No. 4 is based on Mondrian's abstract squares. The composition features interwoven blocks of pink, green, yellow, and blue, disrupting traditional colour harmony while achieving a distinctive form of balance amid the conflict. Abstract squares are interspersed with symbols commonly found in Chinese painting—such as bamboo and birds playing in water. Fish swim within the "waters" formed by the colour blocks, while plants extend through the gaps between them. This fusion of the figurative and abstract represents Xue Song's breakthrough in traditional compositional methods. Both elements of Chinese painting and Mondrian's style are treated with clarity, facilitating a dialogue across multiple artistic dimensions.
The work embodies both the representation of objects in traditional painting and the exploration of form and space in modern art.

"I often ponder how to integrate traditional culture with contemporary art, allowing my works to convey the inner experiences and emotions of modern individuals."

— Xue Song

In the context of globalisation, Xue Song's works transcend the simplistic logic of cultural confrontation. With the destructive stance of burning, he deconstructs tradition, and through the constructive technique of collage, he reconstructs it. The result is a visual language that is distinctly rooted in Eastern tradition yet entirely contemporary. Much like a phoenix rising from the ashes, we witness the rebirth of traditional culture, breaking through limitations and liberating the infinite possibilities of self-reinvention.

作為中國當代普普藝術的先鋒代表，薛松以其獨創的"焚燒-拼貼"創作體系，在全球化藝術脈絡中重新定義東方美學的當代形態。 1990年工作室的兩場大火使得剛開始藝術生涯的薛松備受打擊，卻又啟發了他新的創作方向：「燃燒」與「拼貼」。薛松將焚燒後的印刷品殘片鋪於畫布上，依據自己的構思在畫布上進行拼貼，形成類似馬賽克的碎片化效果，再施以丙烯顏料進行覆蓋和調整，並融入國畫與西方藝術的元素。這種創作方式既帶有破壞性，又充滿建構性，打破了常規的藝術脈絡和傳統審美，重新建構出薛松獨有的藝術語言。

這幅《與蒙德里安對話No.4》以蒙德里安的抽象方塊為基礎，畫面中，粉紅色、綠色、黃色、藍色等色塊相互交織，打破了傳統繪畫色彩搭配的常規，卻又在衝突中達成一種獨特的和諧。抽象方塊上又見中國畫常見的符號 —— 竹子與戲水的禽鳥，與幾何色塊互相穿插。魚在色塊構成的 「水域」 中游動，植物從色塊縫隙中伸展，這種將具象與抽象融合的方式，是薛松對傳統繪畫構圖的突破。國畫的元素和蒙德里安都被清楚地處理，實現了多重藝術維度的對話，既有傳統繪畫中對物象的表現，又有現代藝術對形式和空間的探索。

「我常思索如何將傳統文化與當代藝術融合，讓作品傳達出現代人的內在體驗和情感。」
—— 薛松

在全球化脈絡下，薛松的作品超越了單純的文化對抗邏輯。他以焚燒的破壞性姿態解構傳統，又以拼貼的建構性手法重組傳統，最終形成的是一種具有明顯東方基因卻又全然當代的視覺語言。如同一場浴火重生，我們見證傳統文化灼燒後的新生，衝破限制，解放與重塑自我的無限可能。



16

LIANG QUAN (B. 1948)

Subway Map No.1

2008-2009

signed and dated *2008-2009* on the lower right
paper, tea, ink, colour, collage on paper

90 x 119.5 cm (35 7/16 x 47 1/16 in)

HKD80,000 - 120,000

Provenance

Soka Gallery, Taipei
Acquired from the above by the present owner

Exhibited

Beijing, Soka Art, *The Joy of Tea - Liang Quan Solo Exhibition*, 27 September - 26 October 2014

梁銓

地鐵地圖之一
宣紙 茶墨 色料 拼貼於紙本
2008-2009年作

簽名：梁銓 2008-2009 （右下）

來源

台北，索卡畫廊
現藏家得自上述來源

展覽

「淡茶 - 梁銓個展」，索卡藝術，台北，2014年9月27日-10月26日

Liang Quan is a prominent figure in contemporary Chinese ink art, renowned for his distinctive collage-based ink painting style. By integrating traditional xuan paper and ink wash techniques with modern collage methods, he explores contemporary expressions of Eastern aesthetics between abstraction and figuration.

Subway Map No.1 exemplifies his collage technique. Through layered, cut and assembled xuan paper, the work achieves a rhythmically structured visual composition. These strata preserve the fluid lyricism of ink painting while acquiring modernist abstract qualities through geometric segmentation. The fragmented treatment resembles urban cartographic networks, simultaneously symbolising the pluralistic complexity of modern life and implying the deconstruction and reconstruction of traditional culture.

The artwork employs a monochromatic palette of black, white and grey, accentuated with subtle pink washes, creating an understated yet refined atmosphere. This chromatic approach extends the negative space aesthetics of ink painting while embodying minimalist characteristics. The intentional voids not only enhance spatial perception but also metaphorically suggest the sedimentation of time and history. The title " *Subway Map*" alludes to urban transience, transforming transport networks into vehicles for contemplating cultural memory.

Through this creative approach, Liang achieves a synthesis of traditional media and contemporary imagery, facilitating dialogue between Eastern and Western cultures as well as tradition and modernity. The fragmented composition reflects both the multiplicity of modern identity and meditations on cultural continuity. Philosophically, the work perpetuates the concept of "the interplay between void and substance", where negative space transcends visual design to symbolise future possibilities.

Subway Map No.1 demonstrates the renewed potential of ink medium within contemporary contexts through its unique artistic language. The interplay between minimalist visual form and rich cultural connotations invites viewers to contemplate the dialectical relationship between cultural memory and modern existence, serving as a poignant annotation in the discourse between tradition and contemporaneity.

梁銓是中國當代水墨藝術的重要代表，以獨特的拼貼水墨風格著稱。他將傳統宣紙、水墨與現代拼貼技法相結合，在抽象與具象間探索東方美學的當代表達。

《地鐵地圖之一》是其拼貼技法的典型呈現。作品通過宣紙的層疊、裁剪與拼貼，形成錯落有致的視覺層次。這些層次既保留了水墨藝術的流動韻味，又通過幾何分割賦予現代抽象特質。碎片化的處理猶如城市地圖的網絡，既象徵現代生活的多元複雜，也隱含對傳統文化的解構與重構。

作品以黑、白、灰為主色調，輔以粉色淡彩點綴，營造靜謐淡雅的氛圍。這種色彩運用延續了水墨留白美學，又具備極簡主義特質。畫面中的留白不僅強化空間感，更隱喻時間與歷史的沉澱。題目「地鐵地圖」暗示現代都市的流動性，將交通網絡轉化為思考文化記憶的載體。

梁銓通過這種創作方式，實現了傳統媒材與現代意象的融合，探討東西方文化及傳統與現代的對話關係。碎片化構圖既反映現代身份的多重性，也表達對文化傳承的思考。在哲學層面，作品延續「虛實相生」的理念，留白不僅是視覺設計，更象徵未來的可能性。

《地鐵地圖之一》以獨特的藝術語言，展現了水墨媒材在當代語境下的新可能。簡約的視覺形式與豐富的文化內涵相互映照，引導觀者思考文化記憶與現代生活的辯證關係，成為探討傳統與當代對話的一個生動註腳。



17

JU TING (B.1983)
Pearl Series
2013

signed and dated *2013* on the reverse
acrylic on panel

60 x 150 cm (23 5/8 x 59 in)

HKD150,000 - 250,000

Provenance
Acquired directly from the artist by the present owner

鞠婷
珍珠系列
壓克力 木板
2013年作

簽名：鞠婷 2013（背面）

來源
現藏家直接得自藝術家

Ju Ting's work is not "painting" in the traditional sense. While her process involves repeatedly layering pigments onto a two-dimensional surface, much like painting in action, the nature of the work begins to shift as she carves into it with a woodcut knife. Through this act, the flat surface transforms, revealing texture, depth, and internal structures that confront the viewer. This creates a visual paradox between two-dimensional and three-dimensional space. On an emotional level, the process also reflects a sense of risk and transformation, with each incision marking a deliberate farewell to the figurative painting she once found so difficult to let go of.

This work was created in 2013, represents one of the earliest works in the artist's Pearl series. In this series, the artist repeatedly layers different colours of paint onto the canvas. Each individual layer appears as a simple flat colour block, left to dry slowly, but not completely harden. Once the paint reaches the perfect level of dryness, the artist uses a scraper, akin to that used in printmaking, to cut, peel, and manipulate the surface. This process transforms the abstract surface of a single colour into lines and colours, creating a new abstract image. The layers of paint resemble the cross-section of an onion, rich in texture and depth. *Pearl Series* is a composition built on a blue base, with pink, green, orange, and other colours layered on top. The texture created by the scraper shifts from dense to sparse, allowing the underlying pink to emerge as the scraper moves. The varied depth of the scraper's motion reveals hints of a faint, spring-like grass green. These two vibrant colours interact in an organic manner, subtly floating within the stable, meditative blue background. The interplay between density and lightness, solidity and emptiness, mirrors the concept of the "pearl," a cruel and patient process, crossing the river of time, where a rough grain of sand is transformed into a brilliant and radiant pearl. By using this nomenclature for the sequence of works, the artist projects an emotional depth, infusing the restrained abstraction with a layer of sensuality and energy.

The *Pearl* series is Ju Ting's earliest systematic exploration and her most important body of work. It has evolved from the beginning of her artistic career to the present. *Pearl Series* is an iconic early work which showcasing her unique personal style through abstract language that transcends time and space, reflecting the spiritual force that emerges from deep personal contemplation.

鞠婷的作品不是通常意義上的「繪畫」，她的作品主要是使用顏料在一個二維平面空間不斷堆疊，這個過程在動作上來説與繪畫並無二致，而隨著藝術家使用木刻刀劃開畫面，「繪畫」的屬性逐漸被結構，二維空間出現了肌理、縱深和內部的結構暴露在觀眾的眼前，營造了一種二維與三維的空間悖論關係的視覺化體現，同時在情感上也象徵著一種冒險和蛻變，一刀一刀與她曾經戀戀不捨的具象繪畫告別。

本次上拍的作品創作於2013年，是藝術家「珍珠」系列最早的樣貌。這個系列中藝術家不斷的以不同色彩的顏料層層平塗在畫布上，單獨的每一層都可被看作是一個簡單的扁平色塊，等待顏料慢慢變的乾燥，但不能等顏料徹底變硬，在一個剛剛好的乾燥程度上，再以製作版畫所需要的刮刀為筆，對畫面進行切割、剝離等動作，使一個單一色彩的抽象表面有了線條與色彩，成為一個新的抽象圖像，而一層一層的顏料如洋蔥切面一樣富有層次和肌理。《珍珠系列》是一個由藍色為底，粉色、綠色、橙色等色彩共同構成的組合曲，由刮刀刮下的肌理由密至疏，再由疏至密，肌理的密集之處隨著更能讓底部的粉色浮現至表面，而刮刀偶然性的深淺走向，夾雜一些若隱若現的、仿若春日剛剛割過的青草色也浮現至畫面，兩種跳躍性的色彩，以有機的方式在沉穩、冥想般的藍色中暗暗浮動，疏密虛實之間交相輝映，宛如「珍珠」這一母題—一種殘忍的孕育方式，穿越時間的長河，讓一顆堅硬而有棱角的沙粒，能夠成為一顆光輝奪目的珍珠。藝術家使用如此命名方式呈現自己的創作序列，無疑也是一種情感的投射，使冷靜克制的抽象畫面蘊含一種感性的厚度與能量。

「珍珠」系列是鞠婷最早的系統性的探索，是她最重要的系列，同時也是從創作之初延伸至今的一個系列，不僅展現其獨具個人風格的抽象語言，更是在時間、空間觀念之上表現出的凝聚個人深度思考後的精神力量。



To those who appreciate what the “damage” suggests of the artist’s practice and process, however, Ju Ting’s art will be intriguing, evocative, and, even, calming.

— Karen Smith, Curator

對那些欣賞藝術家實踐及創作過程中「破損」意義的人來説，
鞠婷的作品將會是非常有趣，喚起情感，甚至令人平靜的。

——凱倫．史密斯，策展人

Detail 局部



18

KATHERINE BERNHARDT (B. 1975)

Tacos and Money

2013

signed, titled and dated *2013* on the reverse
acrylic and spray paint on canvas

193 x 213.4 cm (76 x 84 in)

HKD160,000 - 220,000

Provenance

Roberto Paradise, San Juan
Private Collection
Sale: Phillips, New York, *20th Century & Contemporary Art Day Sale, Afternoon Session*, 15 May 2019, Lot 335
Acquired from the above by the present owner

Literature

D. Nadel, ed., *Katherine Bernhardt*, New York, 2017, p. 5 and 170, illustrated in colour

凱薩琳‧伯恩哈特

塔可與金錢
壓克力 噴漆 畫布
2013年作

簽名：Katherine Bernhardt 2013 Tacos + Money $ （背面）

來源

聖胡安，羅伯托樂園畫廊
私人收藏
拍賣：紐約，富藝斯，「20世紀與當代藝術日間拍賣（下午）」，2019年5月15日，拍品編號 335
現藏家得自上述來源

出版

《Katherine Bernhardt》，D. Nadel編，紐約，2017，第5頁及第170頁，彩圖

Katherine Bernhardt was born in Missouri, USA, and immersed in the rich cultural atmosphere of the American Midwest. She pursued her academic studies at the School of the Art Institute of Chicago and the School of Visual Arts in New York, where she received a solid foundation in artistic training that would later define her unique style. Bernhardt's early works in the supermodel series drew inspiration from fashion magazines and gained attention for their bold brushwork and vivid imagery. As her artistic vision expanded, she turned her focus to everyday objects, including food, symbols, and pop culture, demonstrating a keen awareness of the globalised era.

The painting *Tacos and Money* being presented in this context exemplifies Bernhardt's creative philosophy. Within a globalised context, this work utilises common symbols such as tacos, dollar signs, and lollipops to weave a narrative that delves into themes of consumption, memory, and emotion. Bernhardt is renowned for her large-scale canvases, which she lays flat on the studio floor before painting in a manner akin to performance art. Employing spray paint and diluted acrylics, she allows colours to flow and blend under gravity, resulting in random drips and a sense of improvisation. This approach, characterised by spontaneous brushwork capturing instantaneous emotions and energy.

Colour plays a pivotal role in Bernhardt's artistic expression. Embracing the fluorescent hues of the 1980s, inspired by the crayon boxes of her childhood, she employs bold and uninhibited colours. In *Tacos and Money*, the blue background evokes a summer sky, serving as a backdrop for the shimmering consumerist glow of the golden dollar signs. The juxtaposition of the two-tone lollipops, resembling musical notes, with the burnt orange tacos creates a visually striking composition. The geometric tacos evoke memories of Mexican street food, reflecting the global culinary influences. The repetition of dollar signs establishes a symbolic order of material and economic significance, contrasting with the smiley faces that add a lighthearted and optimistic tone. The lollipops, symbolising childhood innocence, introduce a nuanced contrast with the tangible texture of money, collectively contributing to a multifaceted narrative on the essence of life and consumer culture.

Bernhardt's artistic creations not only provide rich visual experiences but also encourage profound reflections on contemporary culture. Through her casual yet authentic brushwork, she elevates everyday symbols into carriers of cultural memory, enabling viewers to explore the complexities and vibrancy of the globalised era through familiar imagery.

凱薩琳‧伯恩哈特生長於美國密蘇里州，浸潤於濃厚的美國中部文化氛圍。她先後於芝加哥藝術學院與紐約藝術學院深造，扎實的學術訓練為她日後獨樹一幟的藝術風格奠定了基礎。伯恩哈特早期的超模系列畫作，從時尚雜誌中汲取靈感，以大膽的筆觸和鮮明的形象引發關注。隨著創作視野的拓展，她將目光投向日常生活的細微之處，題材日漸多元，涵蓋食物、符號與流行文化，展現出對全球化時代的敏銳觀察。

此次上拍的《塔可與金錢》堪稱伯恩哈特創作理念的典範。這幅作品以全球化語境下的共通符號為語言，通過塔可、美元符號與棒棒糖等元素，編織出一個關於消費、記憶與情感的生動敘事。伯恩哈特以巨幅畫布聞名，她將畫布平鋪於工作室地面，以近乎行為藝術的姿態俯身作畫。手持噴繪工具，搭配稀釋的壓克力顏料，她任由色彩在重力作用下流淌、暈染，留下隨機的滴落痕跡。這種即興的塗鴉風格打破了傳統繪畫的精緻框架，以直覺化的筆觸捕捉瞬間的情感與能量。畫中硬殼塔可的夕陽橙色輪廓，因顏料的自然流動而呈現朦朧邊緣，彷彿剛從熱鍋中迸濺至畫布，帶著濃烈的市井煙火氣息。

色彩是伯恩哈特最有力的表達武器。她鍾愛80年代的螢光色調，靈感源自童年那盒120色的蠟筆，飽滿而無畏。在《塔可與金錢》中，蔚藍的背景宛如夏日晴空，襯托出金黃美元符號閃爍的消費主義光芒。兩色拼接的棒棒糖如音符般跳躍，與焦橙色的塔可碰撞出視覺的狂歡。畫面中的塔可成群結隊，宛若飛碟懸浮，硬殼的幾何線條與醬料的流動感形成鮮明對比，既喚起墨西哥街頭美食的親切記憶，又隱喻全球化飲食文化的滲透。美元符號以重複的網格形式排列，構築出物質與經濟的符號秩序，而笑臉圖案則注入一抹輕鬆樂觀的情緒。棒棒糖作為童年純真的象徵，其甜美色彩與金錢的冷峻質感形成微妙張力，共同構築了一個關於生活本質與消費文化的多維敘事空間。

伯恩哈特的創作不僅是視覺的盛宴，更是對當代文化的深刻反思。她以隨性而真誠的筆觸，將日常符號升華為文化記憶的載體，讓觀者在熟悉的意象中感受到全球化時代的複雜與活力。



19

MATTHIAS WEISCHER (B. 1973)
Carré 1
2015

signed and dated '*15* on the reverse
oil on canvas

42 x 50 cm (16 1/2 x 19 3/4 in)

HKD100,000 - 150,000

Provenance
Lehmann Maupin, Hong Kong
Acquired from the above by the present owner

Exhibited
Hong Kong, Lehmann Maupin, *Traces to nowhere*, 8 September - 3 October 2015

馬蒂亞斯．威施爾
方塊1
油彩 畫布
2015年作

簽名：M. Weischer '15（背面）

來源
香港，立木畫廊
現藏家得自上述來源

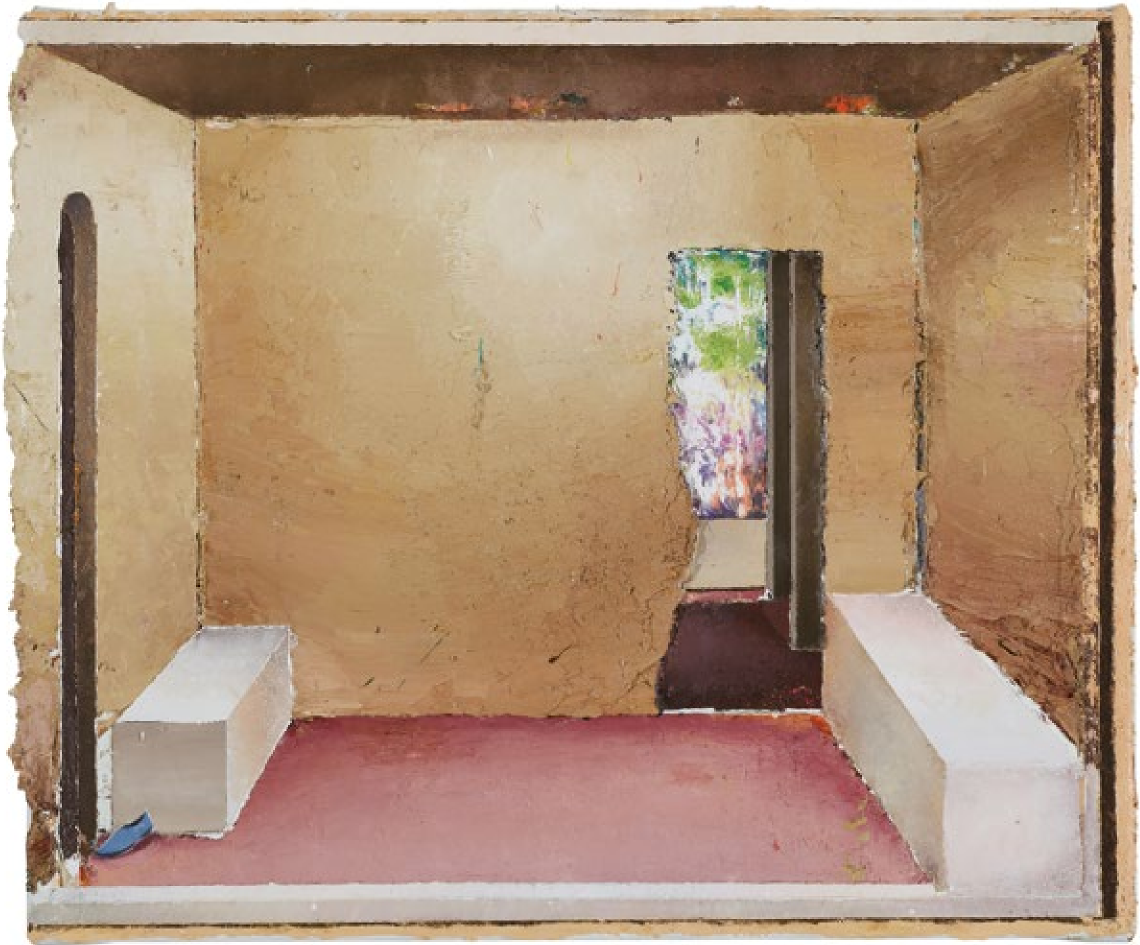
展覽
「萍蹤」，立木畫廊，香港，2015年9月8日-10月3日

Matthias Weischer, a seminal figure of the New Leipzig School, has redefined the parameters of contemporary painting through his distinctive spatial aesthetics. The artist's practice centres on an ongoing exploration of "pictorial space" – where ostensibly mundane interior scenes are transformed into psychologically charged theatrical arenas through meticulous geometric deconstruction and deliberately dislocated perspectives. Weischer masterfully exploits the materiality of oil paint, employing techniques of layering, scraping and collage to render the creative process itself a form of temporal archaeology, with each stratum of pigment bearing witness to the trajectory of thought.

Weischer's palette demonstrates a quintessential inheritance from German Expressionism, grounded in sombre earth tones yet punctuated by strategic fluorescent accents. This chromatic approach simultaneously honours the rigorous traditions of East German painting while assimilating the visual lexicon of the digital age. The spaces he depicts function both as representations of physical environments and as potent metaphors for human existence in postmodern society – the tilted walls, suspended objects and irrational perspectives serving as poignant manifestations of contemporary alienation and cognitive dissonance.

馬蒂亞斯．威施爾作為新萊比錫畫派的重要代表人物，以其獨具辨識度的空間美學重新定義了當代繪畫的維度。他的創作核心在於對「繪畫性空間」的持續探索——那些看似尋常的室內場景透過精準的幾何解構與刻意錯置的透視關係，被轉化為充滿心理張力的戲劇舞台。藝術家擅長運用油畫媒介的物質性，在畫布上堆疊、刮擦、拼貼，使創作過程本身成為時間的考古學，每一層顏料都銘刻著思考的軌跡。

威施爾的調色板展現出典型的德國表現主義傳承，以沉鬱的大地色系為基底，卻又巧妙地以螢光色塊打破平衡，這種色彩策略既呼應了東德繪畫的嚴謹傳統，又融入了數位時代的視覺語彙。他筆下的空間既是物理環境的再現，更是對後現代社會中人的存在狀態的隱喻——那些傾斜的牆面、懸浮的物件與不合理的透視，恰如其分地呈現了當代生活中的疏離感與認知斷裂。



20

ZHANG XIAOGANG (B. 1958)
Bloodline Series No. 4
1997

signed and dated *1997* on the reverse
oil on canvas

40.3 x 30.1 cm (15 7/8 x 11 7/8 in)

HKD650,000 - 850,000

Provenance
Schoeni Gallery, Hong Kong
Private Collection, Italy
Acquired from the above by the present owner

Exhibited
Hong Kong, Schoeni Art Gallery, *8+8-1 Selected Paintings by 15 Contemporary Artists*, 20 June - 12 July 1997

Literature
Schoeni Art Gallery Ltd., *8+8-1 Selected Paintings by 15 Contemporary Artists*, Hong Kong, 1997, unpaged, illustrated in colour

張曉剛
血緣系列 第4號
油彩 畫布
1997年作

簽名：張曉剛 1997（背面）

來源
香港，少勵畫廊
義大利，私人收藏
現藏家得自上述來源

展覽
「8+8-1：15位當代藝術家油畫展」，少勵畫廊，香港，1997年6月20日 - 7月12日

出版
《8+8-1：15當代藝術家油畫選集》，少勵畫廊，香港，1997年，無頁數，彩圖

As a leading figure in contemporary Chinese art, Zhang Xiaogang has established a distinctive visual language in portraiture that imbues global contemporary art with a profound sense of Eastern narrative and philosophical depth. Zhang's artistic trajectory reflects the spiritual journey of an entire generation—beginning with his early works, heavily influenced by Western modernism, and transitioning during China's reform and opening-up period to a focus on uncovering the layers of collective memory. A pivotal moment in his career came with the discovery of an old family photograph. The faded image, laden with familial and historical imprints, became the catalyst for Zhang's artistic transformation, culminating in the groundbreaking *Bloodline* series. Through intimate narratives, this series explores sweeping themes of national history and societal change, becoming an iconic symbol of contemporary Chinese art.

Created in 1997, *Bloodline Series No. 4* is dominated by a palette of cool grey and black tones, reminiscent of vintage identification photographs. The man depicted in the painting has soft facial features and a serene, nearly expressionless demeanour. His gaze, distant and hollow, carries a faint trace of tears at the corner of his eyes, hinting at a concealed, profound emotional depth. The viewer cannot easily discern the subject's emotions, nor form a direct emotional connection with him—an intentional "depersonalisation" effect that has become Zhang Xiaogang's signature visual language. By deliberately blurring individual distinctions, Zhang transforms his subjects into members of a collective rather than distinct individuals, reflecting the suppression of personal will and the dominance of collective consciousness in a specific historical period of Chinese society.

The figures in *Bloodline* series exhibit a high degree of uniformity—their facial features, clothing, and postures are almost identical, as if cast from the same mould. This further reinforces their symbolic representation of the collective. A bright yellow patch on the right side of the face disrupts the monochromatic stillness of the composition, evoking an indelible wound in memory or the fragmented traces left by history. This single, vivid detail injects tension into the otherwise composed scene. Meanwhile, the red lines that extend to the edges of the canvas are a defining feature of the *Bloodline* series, symbolising blood ties, fate, and connection, binding the individuals to an unseen network of family, history, and the collective destiny of an era.

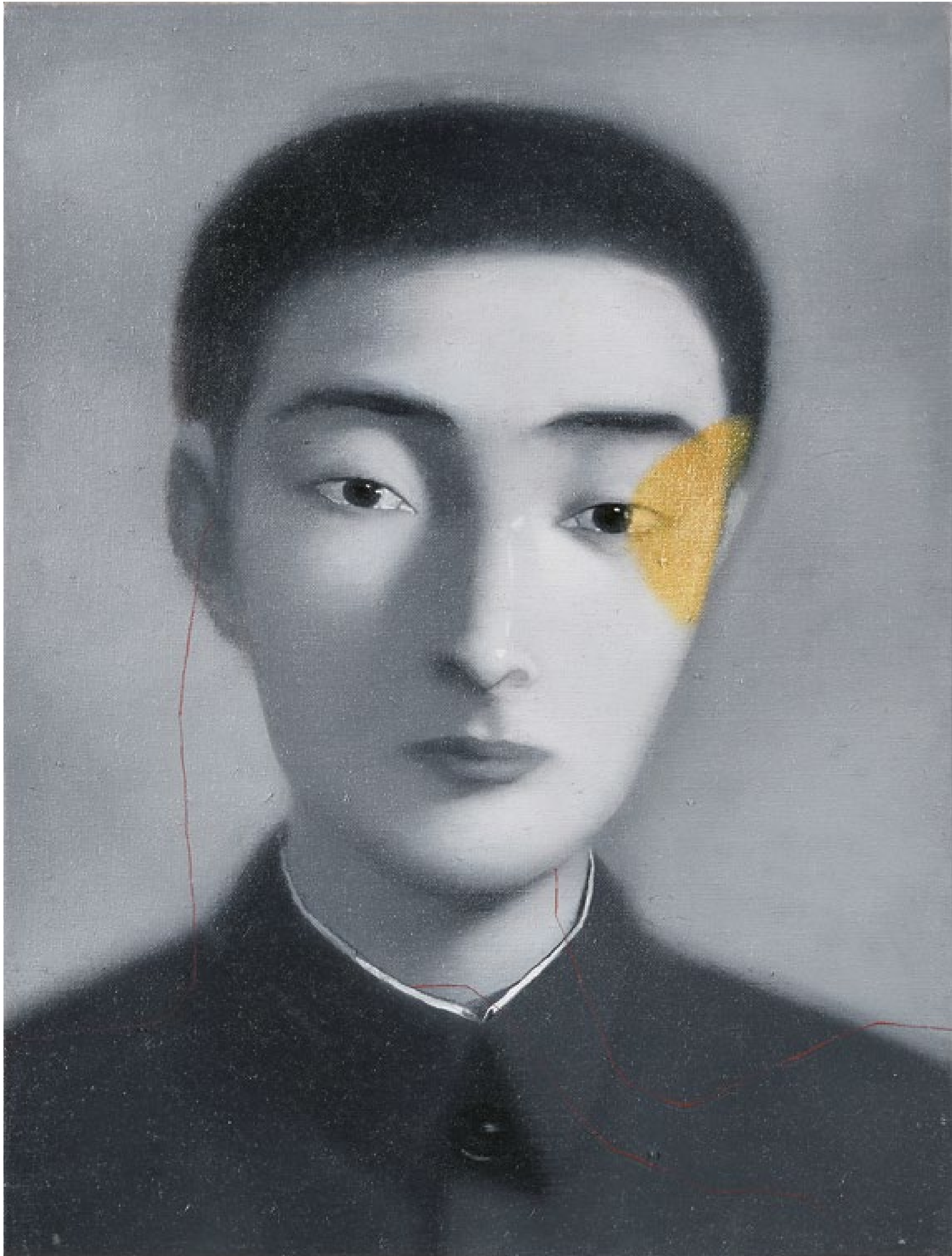
Zhang Xiaogang once remarked, "I am not painting a specific individual, but rather a shared image of the people of that time—a collective existence." His works embed collective memory within personal portraits, using a blend of realism and symbolism to transform individual stories into reflections of an entire era. This approach not only carries forward the meticulousness of traditional Chinese portraiture but also draws on Western modernist explorations of psychology and the subconscious. Through his concise visual language, Zhang renders his subjects "anonymous participants" in the flow of history, compelling viewers to re-evaluate the relationships between the individual and the collective, the private and the public. With a philosophical lens rooted in Eastern thought, Zhang confronts the trauma and regret left by history, infusing contemporary Chinese art with a unique spiritual depth and cultural introspection.

作為中國當代藝術的領軍人物，張曉剛以其獨樹一幟的肖像語言，為全球當代藝術賦予了鮮明的東方敘事與哲思。張曉剛的創作軌跡折射出一代人的精神歷程——從早期深受西方現代主義的啓發，到改革開放時期聚焦於集體記憶的深度挖掘。一次偶然發現的家族舊照成為其藝術轉型的關鍵契機，泛黃影像中所承載的家族記憶與時代印記，最終凝練成《血緣系列》。這一系列透過個體敘事折射出家國變遷的宏大主題，成為中國當代藝術的重要標誌。

《血緣系列 第4號》創作於1997年，畫面以灰黑冷調為基調，讓人聯想到舊時代的證件照。畫中男人面容柔和，神情平靜而近乎無表情，眼神中帶著一絲疏離與空洞，含淚的眼角仿佛蘊藏著一種隱晦又深層的情緒。觀者無法從畫中人物的表情讀取情感波動，進而難以與其產生直接的情感共鳴，這正是張曉剛刻意營造的「去個性化」效果，也是其標誌性的視覺語言。他刻意模糊了個體的差異，使人物成為集體中的一份子，而非一個鮮明的個體，深刻反映了特定歷史時期中國社會對個人意志的壓抑與集體意識的主導。

《血緣系列》的人物形象具有高度統一性——五官、服裝、姿態近乎相同，彷彿出自同一模子，進一步強化了集體的象徵性。臉部右側那一抹明亮的黃色斑塊，突兀地打破了畫面的單調，宛如記憶中抹不去的創傷，或是歷史留下的斑駁痕跡，為冷靜的畫面注入張力。畫中延伸至畫面邊緣的紅線，是《血緣系列》的重要符號，象徵血緣、命運與連結，將人物與不可見的家族、歷史甚至時代的命運緊密相繫。

張曉剛曾說：「我畫的不是具體的某一個人，而是那個時代人的一個共同形象，是一種集體性的存在。」他的作品在個人肖像中融入集體記憶，通過融合寫實與象徵主義的手法，將個人故事轉化為時代的縮影。這既延續了中國傳統肖像畫的嚴謹，也吸收了西方現代藝術對心理與潛意識的探索。他用簡練的畫面語言讓畫中人物成為歷史進程中的「匿名者」，讓觀者重新審視個體與集體、私密與公共之間的關係，以東方哲思直面歷史帶給人類的創傷與遺憾，為中國當代藝術注入了獨特的精神深度與文化反思。



21
CHOW CHUN FAI (B. 1980)
A Better Tomorrow - US Dollar
2010

signed on the overlap
enamel paint on canvas

100 x 150 cm (39 3/8 x 59 in)

HKD50,000 - 80,000

Provenance
Acquired directly from the artist by the present owner

周俊輝
英雄本色 — 美元
瓷漆 畫布
2010年作

簽名：周俊輝 CHOW CHUN FAI（畫布邊緣）

來源
現藏家得自藝術家本人

Hong Kong contemporary artist Chow Chun Fai is renowned for his film series paintings, which recreate iconic scenes from classic Hong Kong movies, evoking memories of the golden era of Hong Kong cinema while exploring deep cultural and emotional themes. This artwork draws inspiration from the 1986 film *A Better Tomorrow*, directed by John Woo, and is one of Chow's rare pieces without dialogue subtitles. Through the imagery of a burning U.S. dollar, the painting explores Hong Kong people's perceptions of the dollar, the relationship between the U.S. dollar and Hong Kong currency, and interprets the film's title, *A Better Tomorrow*, as an allegory for the post-handover era.

The painting depicts the protagonist of *A Better Tomorrow*, Mark Gor, portrayed by the renowned actor Chow Yun-fat. With his iconic trench coat and cool demeanor, Chow Yun-fat crafts Mark Gor as a tragic hero who values loyalty and brotherhood amidst the conflicts of the underworld. He holds a burning U.S. dollar bill, set against a backdrop rendered in fiery orange-red tones, creating a tense and intense atmosphere. To Hong Kong people, the U.S. dollar is not merely a currency but a symbol of wealth and global aspirations. In the 1980s, the Hong Kong dollar was pegged to the U.S. dollar under the linked exchange rate system, making the latter a cornerstone of Hong Kong's economic stability. The burning dollar in the painting may reflect Mark Gor's complex attitude toward money, while also hinting at the contradictory emotions Hong Kong people harbor toward the dollar: it is both a symbol of economic reliance and a potential critique of materialistic pursuits. In recent years, many countries have begun exploring ways to reduce their dependence on the U.S. dollar, promoting de-dollarization trends. The burning dollar in the painting seems to foreshadow this reflection on monetary hegemony, resonating with Mark Gor's detachment from material wealth.

香港當代藝術家周俊輝以其電影系列畫作聞名，通過重現經典香港電影的畫面，喚起觀者對香港電影黃金時代的記憶，並探索文化與情感的深層意義。這幅作品靈感源自1986年吳宇森執導的《英雄本色》（A Better Tomorrow），是周俊輝少數未附對白的畫作之一。畫中通過燃燒的美元意象，探索了香港人對美金的想像、美元與香港貨幣的關係，並將片名《A Better Tomorrow》詮釋為回歸後的寓言。

畫作描繪了《英雄本色》的主角Mark哥，由著名演員周潤發飾演。周潤發以其標誌性的風衣造型與冷酷氣質，塑造了一個重情重義卻身陷江湖恩怨的悲劇英雄。他手持一張燃燒中的美元，背景以橙紅色調渲染，營造出緊張而熱烈的氛圍。在香港人心中，美元不僅是貨幣，更象徵了財富與國際化的理想，尤其在1980年代，港幣與美元的聯繫匯率制度確立，美元成為香港經濟穩定的支柱。畫中燃燒的美元或許反映了Mark哥對金錢的複雜態度，也暗示了香港人對美元想像背後的矛盾情感：既是經濟依賴的象徵，又可能是對物質追求的反思。近年來，許多國家開始探索減少對美元的依賴，推動去美元化的趨勢，畫中燃燒的美元彷彿預示了這種對貨幣霸權的反思，與Mark哥對金錢的超脫態度形成呼應。





22

PANG MAOKUN (B. 1963)

Fortune

2001

signed and dated *2001* on the lower left

oil on canvas

87 x 74.5 cm (34 1/4 x 29 3/8 in)

HKD60,000 - 80,000

Provenance

Acquired from the artist, and thence by descent to the previous owner

龐茂琨

財富

油彩 畫布

2001年作

簽名：龐茂琨 2001.（左下）

來源

原藏家直接得自藝術家本人

現藏家繼承自上述來源



23
GUAN YONG (B.1974)
Ink
2006 - 2007

signed on the reverse
oil on canvas

194 x 130 cm (76 3/8 x 51 1/8 in)

HKD60,000 - 80,000
To be sold without reserve

Provenance
New Age Gallery, Taichung City
Acquired from the above by the present owner

Literature
Beijing, New Age Gallery, *Guan Ying*, 2007, p. 21, 146- 147, illustrated in colour

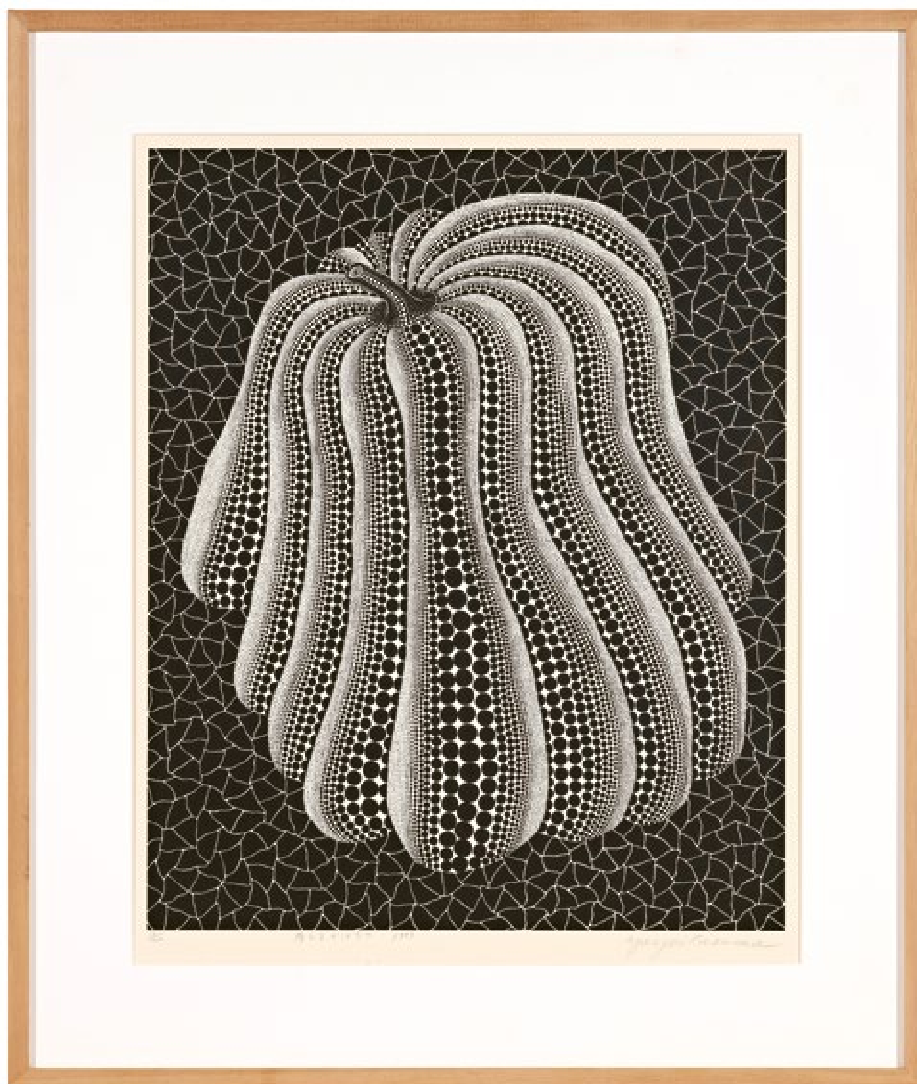
管勇
墨
油彩 畫布
2006 - 2007年作

簽名：管勇 Guang Yong（背面）

來源
台中，新時代畫廊
現藏家得自上述來源

出版
《管勇》，新時代畫廊，北京，2007年，第21，146 - 147頁，彩圖

此作為無底價拍品



24

YAYOI KUSAMA (B.1929)

Thinking Pumpkin

1993

signed, titled, dated *1993* and numbered *16/120* on the bottom edge
screenprint

image: 65.5 x 53.5 cm (25 3/4 x 21 in)
sheet: 75.8 x 62 cm (29 7/8 x 24 1/2 in)

HKD250,000 - 350,000

Provenance

Der-Horng Art Gallery, Tainan City
Acquired from the above by the present owner

Literature

ABE Publishing, *Yayoi Kusama Prints 1979-2017*, Tokyo, 2018, No.182, p.113, illustrated in colour (different edition)

草間彌生

思考的南瓜
絲網版畫
1993年作

簽名: 考えるかぼちゃ 1993 Yayoi Kusama（下方）
版數: 16/120（左下）

來源

台南，德鴻畫廊
現藏家得自上述來源

出版

《草間彌生全版畫1979-2017》，阿部出版株式會社，東京，2018年，第113頁，圖版 182，彩圖（不同版數）



25

YAYOI KUSAMA (B.1929)

Pumpkins (A Set of Five)

2002

each with the artist's stamped signature, the Limoges France stamp, dated *2002* and numbered *129/130* on the underside
ceramic

each: *9.5 x 9.5 x 7.5 cm (3 3/4 x 3 3/4 x 3 in)*

This set of work is published by FMR Trading, Hirakata, Japan and is accompanied by a certificate of authenticity issued by FMR Ltd. and the original boxes.

HKD150,000 - 300,000

Provenance

FMR Limited, Osaka
Acquired from the above by the present owner

草間彌生

南瓜（一組五件）
陶瓷 雕塑
2002年作

版數：129/130（每件底部）
款識：Yayoi Kusama 2002 LIMOGES FRANCE（印於每件底部）

此組作品由平田村FMR Trading出版，附FMR Ltd.開立之作品證書及原裝盒

來源

大阪，FMR Limited
現藏家得自上述來源



26
JIMMY LIAO (B.1958)
Last melody of a butterfly
2004

acrylic on paper

17 x 74 cm (6 3/4 x 29 1/8 in)

HKD40,000 - 60,000

Provenance
Sale: Sotheby's Hong Kong, *Fine Chinese Paintings*, 26 April 2004, Lot 520
Acquired from the above by the present owner

幾米
深秋的早晨
壓克力 紙本
2004年作

來源
拍賣：香港，蘇富比，「中國書畫」，2004年4月26日，拍品編號520
現藏家得自上述來源



27
JIMMY LIAO (B.1958)
Windows of Happiness
2004

acrylic on paper

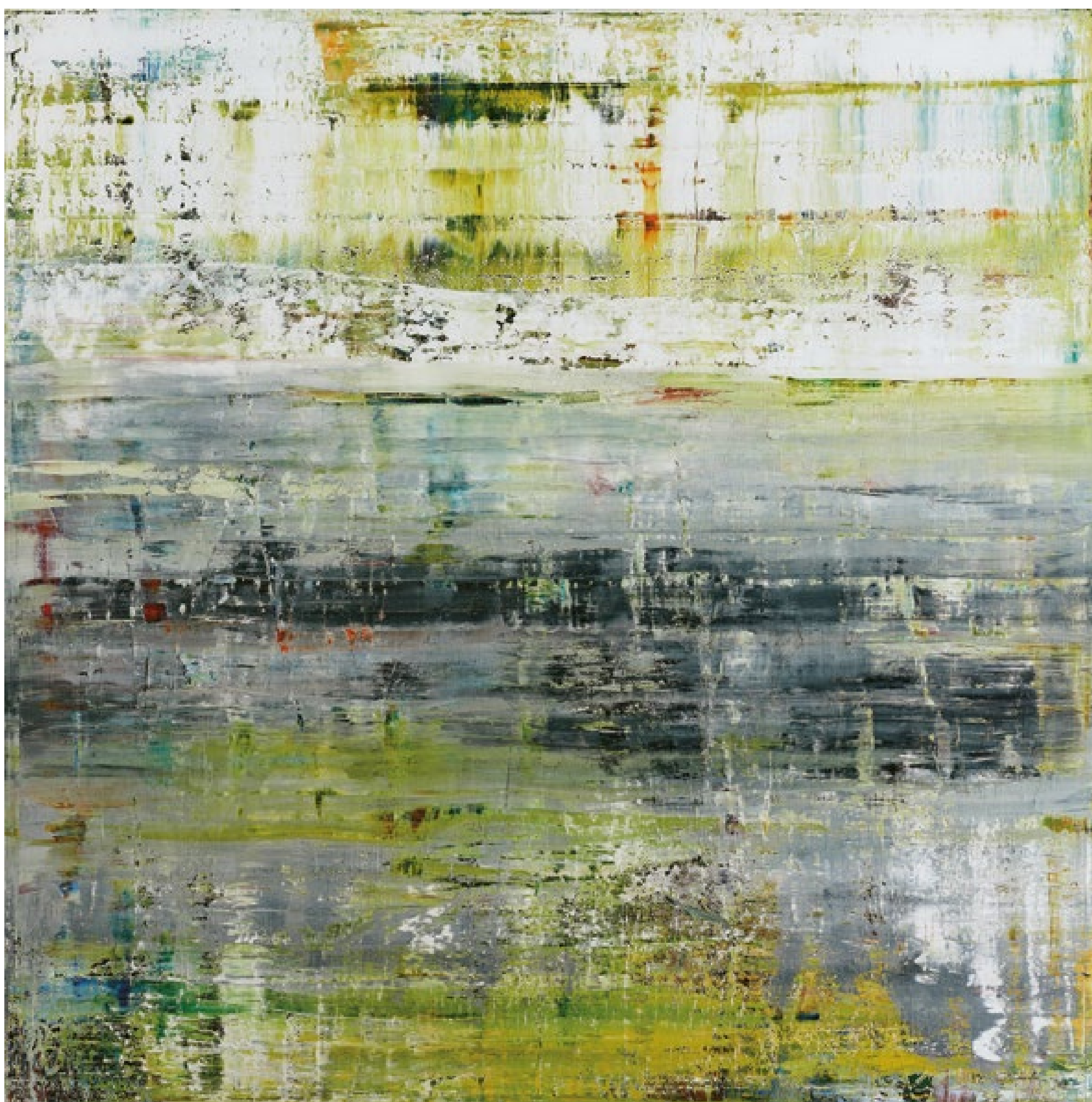
17 x 74 cm (6 3/4 x 29 1/8 in)

HKD40,000 - 60,000

Provenance
Sale: Sotheby's Hong Kong, *Fine Chinese Paintings*, 26 April 2004, Lot 519
Acquired from the above by the present owner

幾米
過分擁擠想象的快樂
壓克力 紙本
2004年作

來源
拍賣：香港，蘇富比，「中國書畫」，2004年4月26日，拍品編號519
現藏家得自上述來源



28
GERHARD RICHTER (B.1932)
Cage 2
2020

numbered *154/200* on the publisher's label affixed to the reverse
diasec-mounted giclée print in colours on aluminium composite panel

100 x 100 cm (39 3/8 x 39 3/8 in)

HKD70,000 - 90,000

Provenance
HENI
Acquired from the above by the present owner

格哈德 · 里希特
籠2
水晶裱仿真彩色版畫印於鋁板
2020年作

印刷商標籤及鈐印，154/200（印於作品背面標籤）

來源
HENI
現藏家得自上述來源

29

JEFF KOONS (B. 1955)

Balloon Rabbit (Red)

2017

stamped with artist's signature, titled, dated '*17* and numbered *287/999* on the underside

porcelain

29.2 x 13.9 x 21 cm (11 1/2 x 5 1/2 x 8 1/4 in)

This work is accompanied by a certificate of authenticity issued by Bernardaud, a pair of gloves and the original box.

HKD42,000 - 62,000

Provenance

Private Collection, Asia

傑夫．昆斯

氣球兔（紅色）

陶瓷

2017年作

印有款識：Jeff Koons，BALLOON RABBIT（RED），JEFF KOONS，LIMITED EDITION| FINE PORCELAIN，287/999 '17（底部）

此作附Bernardaud開立之作品保證書, 手套及原裝盒

來源

亞洲私人收藏



30

TAKASHI MURAKAMI (B. 1962)

Mr Dob/Dobtopus A & B (Two Works)

2017

painted cast vinyl

A: 26 x 33 x 29 cm (10 1/4 x 13 x 11 3/8 in)

B: 24 x 32 x 20 cm (9 1/2 x 12 5/8 x 7 7/8 in)

A is from an unnumbered edition of 400 and B is from an unnumbered edition of 800, with original carton box.

HKD18,000 - 28,000

Provenance

Private Collection, Asia

村上隆

Mr Dob/Dobtopus A & B (兩件作品)

彩繪乙烯基

2017年作

此兩件作品無標版數，共400版；及800版，附原裝盒

來源

亞洲私人收藏



NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as *"Bidders"* or "you".

Our **List of Definitions** and **Glossary** is incorporated into this *Notice to Bidders*. It is at **Appendix 3** at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as auctioneer of *Lots, Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams'* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them.

The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our **Buyer's Agreement** save for those varied by announcement given out orally before and/or during the Sale**,** which you will find at **Appendix 2** at the back of the *Catalogue*. This will govern *Bonhams'* relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. No reference is made in the Catelogue to any defect, damage or restoration of the Lot. Please see paragraph 15.

Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*.

Lots are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer price*). It is your responsibility to examine any *Lot* in which you are interested.

It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition.

Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only.

If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a Lot will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents Bonhams' opinion (given on behalf of the *Seller)* about the *Lot* only and is not part of the Contractual Description in accordance with which the *Lot* is sold by the *Seller.*

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an estimate of value. It does not take into account any Tax or *Buyer's Premium* payable. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*.

Estimates are in the currency of the Sale.

Condition reports

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot* which is available for your own inspection or for inspection by an expert instructed by you. However, any written description of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller's responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, guarantee or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any Contract for *Sale* between a *Seller* and a *Buyer*.

Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by Bonhams, or by any person on Bonhams' behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on Bonhams' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot.*

No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams'* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so.

We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for sale in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*.

We have complete discretion to refuse any *bid*, to nominate any bidding increment we consider appropriate, to divide any *Lot,* to combine two or more *Lots,* to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this.

Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*.

If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*.

The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the striking of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion.

All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*.

An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter.

We hereby give you notice that we may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*.

At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We *reserve* the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale.* The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale***.** At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a Sale, you must be 18 or over and you must register to bid via the Bonhams App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (ii) where your bid is successful, you are jointly and severally liable with that

other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/$10,000/HKD50,000/AUS$10,000 depending on the jurisdiction and currency of the Sale, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.
Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.
We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the *Buyer*, which are contained in paragraph 3 of the *Buyer's Agreement,* set out at Appendix 2 at the back of the *Catalogue.*

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid.
Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale,* we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.
Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or *vice versa*.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in **Appendix 1** at the back of the *Catalogue* save for those varied by announcement given out orally before and/or during the Sale. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any Tax.
At the same time, a separate contract is also entered into between us as auctioneers and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in **Appendix 2** at the end of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder.* We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*.

For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:
28% of the *Hammer Price* on the first HK$400,000; plus
27% of the *Hammer Price* from HK$400,001
and up to HK$7,500,000; plus
21% of the *Hammer Price* from HK$7,500,001
and up to HK$50,000,000; plus
14.5% of the *Hammer Price* above HK$50,000,000

A 3rd party bidding platform fee of 4% of the Hammer Price for Buyers using the following bidding platforms will be added to the invoices of successful Buyers - Invaluable; Live Auctioneers; The Saleroom; Lot-tissimo.

8. TAX

The *Hammer Price* and the Buyer's Premium payable by the *Buyer* is exclusive of any goods or service tax or other Tax (whether imposed by Hong Kong or otherwise). If any such Tax was to be paid under Hong Kong laws or any other laws, the *Buyer* shall be solely responsible to pay such Tax and at the rate and time as required by the relevant law, or if such Tax is to be paid by us, we may add such Tax to the Purchase Price payable by the *Buyer*.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus Tax and any other charges and Expenses to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to be made to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the seventh working day after the *Sale*. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams (Hong Kong) Limited). Bonhams reserves the right to vary the terms of payment at any time. Unless agreed by us advance payments made by anyone other than the registered buyer will not be accepted.

Bonhams' preferred payment method is by bank transfer

Bank transfer: you may electronically transfer funds to our *Client Account*. If you do so, please quote your customer number and invoice number as the reference. Our *Client Account* details are as follows:

Bank :	HSBC
Address :	Head Office 1 Queen's Road Central, Hong Kong
Account Name:	Bonhams (Hong Kong) Limited. - Client A/C
Bank code:	004
Account Number:	808 870 174001
SWIFT Code:	HSBCHKHHHKH

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to Hong Kong dollars must not be less than the Hong Kong dollars amount payable, as set out on the invoice.

Hong Kong dollar personal cheque drawn on a Hong Kong branch of a bank : all cheques must be cleared before you can collect your purchases;

Bankers draft cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, and that the funds have originated from your own account, we will allow you to collect your purchases immediately;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK$80,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes;

Credit cards: American Express, Visa, Mastercard and China Union Pay Credit card. There is a HK$250,000 limit on payment value if payment is made in person.
Cards Accepted
For over-the-phone payments, we accept the following cards:

• Visa	• Mastercard	• American Express
• Maestro	• Discover	• China Union Pay Credit Card

For online payments and pay-by-link payments, we accept all of the above +Google Pay and Apple Pay.

Payment by telephone may also be accepted up to HK$250,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

China UnionPay (CUP) debit cards: There is no limit on payment value if payment is made in person.

It maybe advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Buyer's Agreement* as set out in Appendix 2 of the *Catalogue*.

11. SHIPPING

Please refer enquiries on this to our customer services department dealing with the *Sale*.

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all Hong Kong export and overseas import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s).
The need for export and import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions.
The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*.

13. CITES REGULATIONS

Buyers are advised to check the regulations applicable to Hong Kong exportation and overseas importation when exporting any goods from Hong Kong to the place of importation. Buyers should also be aware that the export from Hong Kong of any items made of or incorporating ivory, whalebone, tortoiseshell, rhinoceros horn, coral and other restricted materials is prohibited unless a CITES export licence is obtained from the Agriculture, Fisheries and Conservation Department of Hong Kong. A period of 8 weeks may be required for the purposes of obtaining such export licence.
Please note that Lots marked in the catalogue with a Y next to the lot number contain one or more of the aforesaid restricted materials. However, the omission of such letter Y does not automatically mean that the Lot is not subject to CITES regulations. Buyers are advised to obtain information from the relevant regulatory authorities regarding export and import restrictions, requirements and costs prior to bidding.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale,* neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise.
In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot,* or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of *contract* (if any) or statutory duty or otherwise.
Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. DAMAGE AND RESTORATION

Bidders should note that there is no reference to any defect, damage or restoration in this *Catalogue*. A detailed *Condition Report* can be provided by Bonhams up to 24 hours before the *Sale*. When providing *Condition Reports,* we do not guarantee that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*.

16. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement.* Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to *VAT* on the *Buyer's Premium.*

17. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

18. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly

emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimate*s assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyer*s on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams*' opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams*' opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams*' opinion, but using stones or designs supplied by the client.

19. PICTURES

Explanation of *Catalogue* Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Description*s contained in the *Contract for Sale:*

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

20. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

21. WINE

Lots which are lying under Bond and those liable to *VAT* may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale, see clause 13.

○ The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.

▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

Φ This lot contains elephant ivory and is therefore subject to CITES regulations.
Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. Bonhams is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

22. LANGUAGE

The *Notice to Bidders* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

DATA PROTECTION – USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if any). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party, but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong, and you agree to this transfer. You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom or by e-mail at client.services@bonhams.com.

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

UNDER THIS *CONTRACT*, THE *SELLER'S* LIABILITY IN RESPECT OF THE QUALITY OF THE *LOT*, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY *DESCRITION* IS LIMITED. YOU ARE STRONGLY ADVISED TO EXAMINE THE *LOT* FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

1 THE CONTRACT

1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.

1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions in it, they are printed in italics.

1.3 *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

1.4 The contract is made on the striking of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

2.1 The *Seller* undertakes to you that:

2.1.1 The *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;

2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;

2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the *Lot*

2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and Taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) Bonhams' opinion about the *Lot* and which is not part of the *Contractual Description* upon which the Lot is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or Bonhams and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by Bonhams. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

5.1 *Risk* in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.

5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer*'s hammer in respect of the *Lot*.

6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller*'s behalf (in which case you must comply with

the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.

7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams*' possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.

7.3 You will collect and remove the *Lot* at your own expense from *Bonhams*' custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams*' instructions or requirements.

7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

7.5 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):

8.1.1 to terminate immediately the *Contract* for *Sale* of the *Lot* for your breach of contract;

8.1.2 to re-sell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

8.1.3 to retain possession of the *Lot*;

8.1.4 to remove and store the *Lot* at your expense;

8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;

8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;

8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and

8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.

8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.

8.3 On any re-sale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the Auctioneer's hammer in respect of the *Lot*.

9.2 Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller,* whether implied by the *Sale* of *Goods Ordinance* (Chapter 26 of the Laws of Hong Kong) or otherwise.

9.3 The *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue,* or on the *Website,* or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale.*

9.4 The *Seller* will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

9.5 In any circumstances where the *Seller* is liable to you in respect of the *Lot,* or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of *contract,* statutory duty, bailee's duty, restitutionary claim or otherwise.

9.6 Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly)any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale*.

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding* Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams*, *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assignees of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

11 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 **Law**

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place

11.2 **Language**

The *Contract for Sale* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

APPENDIX 2

BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the sale of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The **Definitions and Glossary** contained in **Appendix 3** to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed at the beginning of the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract* for *Sale* of the *Lot* between you and the *Seller* is made on the fall of the Auctioneer's hammer in respect of the *Lot*, when it is knocked down to you and at that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement.*

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;

1.5.3 we will provide a guarantee in the terms set out in paragraph 9.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless Bonhams itself sells the *Lot* as principal) made as agent on behalf of the *Seller.*

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 The *Purchase Price* for the *Lot*;

3.1.2 A *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

3.1.3 If the Lot is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and Tax and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a stamped, paid invoice, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*.Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of HK$50 plus Tax per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice to Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams*' order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.

6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the *Sale*.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1) (b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium, Tax* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *sale* to you by woodworm and any *damage* is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or *damage* is caused by or claimed in respect of any negligence, other tort, breach of *contract,* statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.4 In any circumstances where we are liable to you in respect of a *Lot,* or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you maybe entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any *loss* or *damage* alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of *contract,* statutory duty, bailee's duty, a restitutionary claim or otherwise.
You may wish to protect yourself against loss by obtaining insurance.

10.5 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong) , or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 MISCELLANEOUS

11.1 You may not assign either the benefit or burden of this agreement.

11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give

rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by registered post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

11.8 In this agreement "including" means "including, without limitation".

11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

11.10 Reference to a numbered paragraph is to a paragraph of this agreement.

11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

12 GOVERNING LAW

12.1 **Law**

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place.

12.2 Language

The *Buyer's Agreement* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

DATA PROTECTION - USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong and you agree to this transfer.

You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) or by e-mail at client. services@ bonhams.com.

APPENDIX 3

DEFINITIONS and GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

"Auctioneer" the representative of Bonhams conducting the Sale.

"Bidder" a person who has completed a Bidding Form.

"Bidding Form" our Bidder Registration Form, our Absentee and Telephone Bidding Form.

"Bonhams" Bonhams (Hong Kong) Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".

"Book" a printed book offered for sale at a specialist book sale.

"Business" includes any trade, business and profession.

"Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract of Sale and the Buyer's Agreement by the words "you" and "your".

"Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

"Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

"Catalogue" the catalogue relating to the relevant Sale, including any representation of the catalogue published on our Website.

"Commission" the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.

"Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.

"Contract Form" the contract form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.

"Contract for Sale" the sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).

"Contractual Description" the only description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

"Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

"Entry" a written statement in the Catalogue identifying the Lot and its lot number which may contain a description and illustration(s) relating to the Lot.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus Tax.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the description of the Lot.

"Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

"Hong Kong" the Hong Kong Special Administrative Region of the People's Republic of China.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2.1 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for sale as one lot).

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles.

"New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of Commission and Tax which would have been payable if the Lot had been sold at the Notional Price.

"Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low estimates given by us to you or stated in the Catalogue or, if no such estimates have been given or stated, the Reserve applicable to the Lot.

"Notice to Bidders" the notice printed at the front of our Catalogues.

"Purchase Price" the aggregate of the Hammer Price and Tax on the Hammer Price. (where applicable) the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

"Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

"Sale" the auction sale at which a Lot is to be offered for sale by Bonhams.

"Sale Proceeds" the net amount due to the Seller from the sale of a Lot, being the Hammer Price less the Commission, any Tax chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the Lot for sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a Lot by a specialist on the Lot.

"Stamp" means a postage stamp offered for sale at a Specialist Stamp sale.

"Standard Examination" a visual examination of a Lot by a non-specialist member of Bonhams' staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the Buyer's Agreement (as appropriate).

"Storage Contractor" means the company identified as such in the Catalogue.

"**Tax**" means all taxes, charges, duties, imposts, fees, levies or other assessments, and all estimated payments thereof, including without limitation income, business profits, branch profits, excise, property, sales, use, value added (VAT), environmental, franchise, customs, import, payroll, transfer, gross receipts, withholding, social security, unemployment taxes, as well as stamp duties and other costs, imposed by the Hong Kong government applicable from time to time and any interest and penalty relating to such taxes, charges, fees, levies or other assessments.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the bank account of Bonhams into which all relevant sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.

"Website" Bonhams website at www.bonhams.com.

"Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

"Without Reserve" where there is no minimum price at which a Lot may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:-

"artist's resale right": the right of the creator of a work of art to receive a payment on sales of that work subsequent to the original sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a Lot.

"knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

"lien": a right for the person who has possession of the Lot to retain possession of it.

"risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a Lot.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ORDINANCE (Chapter 26 of the Laws of Hong Kong)

The following is an extract from the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong):

"Section 14 **Implied undertaking as to title etc.**

(1) In every contract of sale, other than one to which subsection (2) applies, there is-
(a) an implied condition on the part of the seller that in the case of the sale, he has a right to sell the goods, and in the case of an agreement to sell, he will have a right to sell the goods at the time when the property is to pass; and
(b) an implied warranty that the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made and that the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(2) In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-
(a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and
(b) an implied warranty that neither-
(i) the seller; nor
(ii) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person; nor
(iii) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer's quiet possession of the goods.

競投人通告

本通告乃由邦瀚斯致任何可能對拍賣品有興趣的人士，包括競投人或潛在競投人（包括拍賣品的任何最終買家）。為便於提述，本文稱該等人士為「競投人」或「閣下」。

本競投人通告 附有釋義及詞彙。該等釋義及詞彙載於圖錄後的附錄三內，釋義內所收錄的詞語及用詞在本文內以斜體刊載。

重要事項: 有關拍賣會的額外資料可載於拍賣會的圖錄、圖錄的插頁及/ 或於拍賣會場地展示的通告，閣下亦須參閱該等資料。本公司亦可於拍賣會前或於拍賣會上以口頭形式發出會影響拍賣會的公佈，而毋須事先給予書面通知。閣下須注意此等可能變動的情況，並於競投前查詢是否有任何變動。

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作為拍賣品的拍賣人，邦瀚斯 純粹代賣家及為賣家的權益行事。邦瀚斯 的職責為於拍賣會以可從競投人取得的最高價格出售拍賣品。邦瀚斯 並非以這角色為買家或競投人行事，亦不向買家或競投人提供意見。邦瀚斯 或其職員就拍賣品作出陳述或若邦瀚斯提供有關拍賣品的狀況報告時，邦瀚斯 或其職員乃代表賣家行事。本公司強烈建議本身並非有關拍賣品之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

賣家已授權邦瀚斯 作為其代理及其代表出售拍賣品，除非本公司明確表示並非如此，邦瀚斯 僅作為賣家的代理行事。除非邦瀚斯 作為主事人出售拍賣品，本公司就拍賣品所作的任何陳述或申述均為代表賣家作出而非代表本公司作出，而任何銷售合約乃買家與賣家訂立而非與本公司訂立。倘若邦瀚斯 作為主事人出售拍賣品，本公司會就此情況於圖錄內說明或由拍賣人作出公佈，或於拍賣會的通告或圖錄的插頁說明。

邦瀚斯 毋須對閣下承擔亦概無向閣下承諾或同意任何合約或侵權法下的義務或責任（不論直接、間接、明示、暗示或以其他方式）。在閣下成功投得並購買拍賣品時，邦瀚斯 會在其時與買家訂立協議，該合約的條款載於買家協議，除非該等條款已於拍賣會前及/或於拍賣會上以口頭公佈形式被修訂，閣下可於圖錄後的附錄二查閱該協議。邦瀚斯與買家的關係受該協議所規管。

2. 拍賣品

在圖錄內有關拍賣品的資料內以粗體刊載的合約說明所規限下（見下文第3段），拍賣品乃以其「現況」售予買家，附有各種瑕疵及缺點。在圖錄內並無就拍賣品的任何瑕疵、損壞或修復提供指引。請參考第15段。

圖錄內或其他地方有關任何拍賣品的插圖及照片（屬合約說明一部份的照片除外）僅供識別之用，可能並不反映拍賣品的真實狀況，照片或插圖亦可能未有準確重現拍賣品的顏色。

拍賣品於拍賣會前可供查看，閣下須自行了解拍賣品的每個和各個方面，包括作者、屬性、狀況、出處、歷史、背景、真實性、風格、時期、年代、適合性、品質、駕駛性能（如適用）、來源地、價值及估計售價（包括成交價）。對閣下有興趣的任何拍賣品進行審查乃閣下的責任。

敬須注意拍賣品的實際狀況可能不及其外觀所顯示的狀況。尤其是可能有部件已置換或更新，拍賣品亦可能並非真品或具有滿意品質；拍賣品的內部可能無法查看，而其可能並非原物或有損壞，例如為襯裡或物料所覆蓋。鑑於很多拍賣品出品年代久遠，故可能有損毀及/ 或經過修理，閣下不應假設拍賣品狀況良好。

電子或機械部件或會不能操作或並不符合現時的法定要求。閣下不應假設其設計為使用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。

若閣下對拍賣品並無專業知識，則應諮詢有該等知識人士的意見。本公司可協助閣下安排進行（或已進行）更詳細的查驗。詳情請向本公司職員查詢。

任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

圖錄內載有每項拍賣品的資料。賣家僅按資料內以粗體刊載的部份以及（除顏色外，該等顏色可能未有準確重現拍賣品的顏色）圖錄內所載的任何照片，向買家相應出售每項拍賣品。資料內其餘並非以粗體刊載的部份，僅為邦瀚斯代表賣家就拍賣品提供的意見，並不構成合約說明一部份，而賣家乃根據合約說明出售拍賣品。

成交價估計

在大部份情況下，成交價估計會刊載於資料旁邊。成交價估計僅為邦瀚斯代表賣家表達的意見，而邦瀚斯認為拍賣品相當可能會以該價成交；成交價估計並非對價值的估計。成交價估計並無計及任何應付稅項或買家費用。拍賣品實際成交價可能低於或高於成交價估計。閣下不應依賴任何成交價估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

就大部份拍賣品而言，閣下可要求邦瀚斯提供拍賣品的狀況報告。若閣下提出該要求，則邦瀚斯會免費代賣家提供該報告。邦瀚斯 並無就該狀況報告與閣下訂立合約，因此，邦瀚斯並不就該報告向閣下承擔責任。對此份供閣下本身或閣下所指示專家查閱的免費報告，賣家向閣下作為競投人亦不承擔或並無同意承擔任何義務或責任。然而，狀況報告內有關拍賣品的書面說明構成拍賣品的合約說明一部份，賣家乃根據合約說明向買家出售拍賣品。

賣家對閣下的責任

就賣家或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，賣家並無或並無同意作出任何事實陳述或合約承諾、擔保或保證，亦不就其承擔不論合約或侵權法上的任何義務或責任（除對上述對最終買家的責任除外）。除以上所述外，以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入賣家與買家訂立的任何銷售合約內。

邦瀚斯 對閣下的責任

如閣下擬查看拍賣品，閣下會獲得有關安排。有關拍賣品的銷售合約乃與賣家訂立而非邦瀚斯；邦瀚斯 僅作為賣家的代理行事（邦瀚斯作為主事人出售拍賣品除外）。

邦瀚斯 概不向閣下承擔任何對於每件拍賣品進行查驗、調查或任何測試（足夠深入或完全不進行），以確定邦瀚斯或代表邦瀚斯的任何人士在圖錄內或其他地方作出的任何說明或意見的準確性或其他的責任。

閣下不應假定已經進行該等查驗、調查或測試。

就邦瀚斯 或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，邦瀚斯 並無或並無同意作出任何事實陳述，亦不就其承擔任何（不論合約或侵權法上的）義務或責任。

邦瀚斯 或其代表以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入買家協議內。

修改邦瀚斯可於拍賣會前或於拍賣會上以口頭或書面形式給予通知下，不時按邦瀚斯的酌情權決定修改說明及成交價估計。

拍賣品可供查看，而閣下必須自行對拍賣品作出判斷。本公司強烈建議閣下於拍賣會前親自或委託他人代閣下查看拍賣品。

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人士進入本公司物業或任何拍賣會，而無須提出理由。本公司可全權決定銷售所得款項、任何拍賣品是否包括於拍賣會、拍賣會進行的方式，以及本公司可以按我們選擇的任何次序進行拍賣，而不論圖錄內所載的拍賣品編號。因此，閣下應查核拍賣會的日期及開始時間，是否有拍賣品撤銷或有新加入的拍賣品。請注意有拍賣品撤銷或新加入均可能影響閣下對其有興趣的拍賣品的拍賣時間。

本公司可全權決定拒絕任何出價，採用我們認為適合的出價增幅，將任何拍賣品分開拍賣，將兩項或以上拍賣品合併拍賣，撤銷於某個拍賣會上拍賣的任何拍賣品，以及於有爭議時將任何拍賣品重新拍賣。

拍賣速度可超過每小時100項拍賣品，而出價增幅一般約為10%。然而，這些都可因不同的拍賣會及拍賣人而有所不同，請向主辦拍賣會的部門查詢這方面的意見。

倘若拍賣品有底價，拍賣人可按其絕對酌情權代表賣家出價（直至金額不等於或超過該底價為止）。本公司不會就任何拍賣品設有底價或不設底價而向閣下負責。

倘若設有底價，並假設底價所用的貨幣單位對成交價估計所用貨幣單位的匯率並無出現不利變動，底價通常不會高於圖錄所載的任何最低成交價估計。

任何拍賣品的買家為出價最高者（在符合任何適用的底價的情況下）並為拍賣人以敲打拍賣人槌子形式接納其出價的競投人。任何有關最高可接受出價的爭議由拍賣人以絕對酌情權決定。

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

拍賣會上可能會使用電子貨幣換算機。該設備乃為採用若干貨幣的出價而提供與其相等幣值的一般指引，本公司不會就使用該等貨幣換算機的任何錯誤而負責。

本公司謹此知會閣下，本公司可能為保安理由以及協助解決拍賣會上可能在出價方面產生的任何爭議，而以攝錄機錄影拍賣會作為記錄及可能將電話內容錄音。

在某些例如拍賣珠寶的拍賣會，我們或會在銀幕上投射拍賣品的影像，此服務乃為便於在拍賣會上觀看。銀幕上的影像只應視為顯示當時正進行拍賣的拍賣品，閣下須注意，所有競投出價均與拍賣人實際宣佈的拍賣品編號有關，本公司不會就使用該等銀幕的任何錯誤而負責。

5. 競投

參加競投的任何人士，必須於拍賣會前填妥並交回本公司的競投表格，競投人登記表格或缺席者及電話競投表格），否則本公司不會接受其出價。本公司可要求閣下提供有關身份、住址、財務資料及介紹人的證明，閣下必須應本公司要求提供該等證明，否則本公司不會接受閣下出價。請攜帶護照、香港身份證（或附有照片的類似身份證明文件）及扣賬卡或信用卡出席拍賣會。本公司可要求閣下交付保證金，方接受競投。

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

閣下須於拍賣會舉行當日（或，如可以，之前）前往拍賣會的競投人登記櫃檯填寫競投人登記表格。所採用的競投編號制度可稱為「舉牌競投」。閣下會獲發一個註有號碼的大型牌子（「號牌」），以便閣下於拍賣會競投。要成功投得拍賣品，閣下須確保拍賣人可看到閣下號牌的號碼，該號碼會用作識別閣下為買家。由於所有拍賣品均會按照競投人登記表格所載的姓名及地址發出發票，故閣下不應將號牌轉交任何其他人士使用。發票一經發出後將不予更改。

若對於成交價或閣下是否成功投得某項拍賣品有任何疑問，閣下必須於下一項拍賣品競投前向拍賣人提出。拍賣人的決定得視為最終及不可推翻的決定。

拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

若閣下擬用電話於拍賣會競投，請填妥缺席者及電話競投表格，該表格可於本公司辦事處索取或附於圖錄內。請於拍賣會舉行前最少24小時把該表格交回負責有關拍賣會的辦事處。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。電話內容可能被錄音。電話競投辦法為一項視情況酌情提供的服務，並非所有拍賣品均可採用。若於拍賣會舉行時無法聯絡閣下，或競投時電話接駁受到干擾，本公司不會負責代表閣下競投。有關進一步詳情請與我們聯絡。

以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後，閣下須填妥該表格並送交負責有關拍賣會的辦事處。由於在有兩個或以上競投人就拍賣品遞交相同出價時，會優先接受最先收到的出價，因此，為閣下的利益起見，應盡早交回表格。無論如何，所有出價最遲須於拍賣會開始前24小時收到。請於交回閣下的缺席者及電話競投表格前，仔細檢查該表格是否已填妥並已由閣下簽署。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。此項額外服務屬免費及保密性質。閣下須承擔作出該等出價的風險，本公司不會就未能收到及/或代為出價而承擔任何責任。所有代閣下作出的出價會以盡可能最低的價格作出，惟須受拍賣品的底價及其他出價的規限。在適當時，閣下的出價會下調至最接近之金額，以符合拍賣人指定的出價增幅。新競投人在遞交出價時須提供身份證明，否則可導致閣下的出價不予受理。

網上競投

參與在線競拍，首先您必須年滿18歲，並且必須通過邦瀚斯官方應用程序或www.bonhams.com 註冊。 一旦註冊，您應嚴格保密您的賬戶及個人信息，防止任何第三方代表您或以其他任何方式登入您的賬戶。您將對通過您的賬戶進行的所有出價負全部責任。請注意，一旦競拍成功，您必須從您個人或公司（取決於賬戶類型）名下的銀行賬戶進行付款。

個人賬戶：輸入您的全名、電子郵件、居住地址、出生日期和國籍，並提供您名下的有效信用卡。在您能夠競投之前，將通過Stripe進行驗證。 如果您的信用卡沒有通過驗證，您將不被允許競拍。此時您可以聯繫客戶服務部尋求幫助。 此外，我們可能會在允許競拍之前要求您提供額外的財務證明和/或存款證明。 如果您代表另一方競拍，您將需要：(i)向客戶服務部做出申請；(ii)提供我們需要的信息，完成對該第三方的身份和反洗錢調查；(ii)如果您競拍成功，您將需要與該方共同或承擔拍品的全部款項。 如果您成功拍得拍品的任何落槌價等於或超過5,000英鎊/10,000美元/50,000港幣/10,000澳幣（取決於該場拍賣司法管轄區的貨幣），並且您之前沒有提供過上述文件，您將需要上傳或向客戶服務部提供您通過政府簽發的帶照片的身份證，以及（如果身份證上沒有）您的住址證明。我們只有在收到上述文件後，才能將拍品交給您。我們保留要求任何競拍人或成功買家提供身份證明文件的權利，並保留拒絕釋放任何購買的拍品，直到收到此類文件的權利。

公司賬戶：在建立新賬戶時，您必須選擇建立一個公司賬戶。然後提供您的全名、電子郵件、住址、出生

日期和公司的全名。 您必須提供一張以您的名義或公司名義的信用卡進行賬戶驗證。但是在競拍成功後，付款必須從公司名義的銀行賬戶中進行。如果信用卡不能通過驗證，您將不被允許競拍。此時您可以聯繫客戶服務部尋求幫助。 此外，在允許競拍之前，我們可能會要求您提供銀行證明或存款證明。 在成功搶得拍品後，您還需要提供公司的註冊證書或同類文件，以確認公司的名稱和註冊地址。還有每一名公司25%或以上受益人的文件證明，以及您的交易授權證明。只有在收到全部文件後，我們才能將拍品交給您。
我們保留要求任何競拍人向我們提供可能需要的任何進一步信息的權利，以進行任何身份驗證、反洗錢或反恐怖主義融資檢查。 我們可以酌情推遲或取消競拍人的註冊，禁止競拍和/或推遲或取消可能進行的任何購買行爲。

透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲接納的出價而根據因此而產生的合約與主事人共同及個別向賣家及邦瀚斯負責。
在上文規限下，倘若閣下是代表他人於拍賣會競投拍賣品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交價及買家費用以及有關收費。若本公司事先已認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦瀚斯的合約

於買家投得拍賣品後，賣家與買家須按圖錄後附錄一所載銷售合約的條款，訂立拍賣品的銷售合約，除非該等條款已於拍賣會前及／或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以是在圖錄載列不同的條款，及／或於圖錄加入插頁，及／或於拍賣會場地以通告，及／或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

7. 買家費用及買家須支付的其他收費

根據買家協議，買家須按照買家協議條款及下文所列的費率向本公司支付費用（買家費用），該費用按成交價計算，並為成交價以外的收費。買家亦須按照買家協議的規定支付儲存收費的開支。

買家須就本次拍賣會所購買的每件拍賣品按以下費率支付買家費用：
成交價首400,000港元的28%
成交價400,001港元以上至7,500,000港元的27%
成交價7,500,001港元以上至 50,000,000港元的21%
成交價50,000,000港元以上的14.5%

買家若透過Invaluable、Live Auctioneers、The Saleroom、Lot-Tissimo拍賣平台成功競投，需向上述競投平台支付落槌價的4%作第三方競投平台費用。

8. 稅項

買家支付的成交價及買家費用並不包括任何商品或服務稅或其他稅項（不論香港或其他地方是否徵收該等稅項）。若根據香港法例或任何其他法例而須繳納該等稅項，買家須單獨負責按有關法例規定的稅率及時間繳付該等稅項，或如該等稅項須由本公司繳付，則本公司可把該等稅項加於買家須支付的買價。

9. 付款

於出價競投拍賣品前，閣下必須確保擁有可動用資金，以向本公司全數支付買家及買家費用（加稅項及任何其他收費及開支）。若閣下為成功競投人，閣下須於拍賣會後第二個工作日下午四時三十分前向本公司付款，以便所有款項於拍賣會後第七個工作日前已結清。閣下須以下列其中一種方法付款（所有支票須以Bonhams (Hong Kong) Limited)。邦瀚斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

邦瀚斯首選的付款方式是通過銀行匯款：

閣下可把款項電匯至本公司的信託帳戶。請註明閣下的客戶號碼編號及發票號碼作為參考。本公司信託帳戶的詳情如下：

銀行： HSBC
地址： Head Office
1 Queen's Road Central, Hong Kong
帳戶名稱： Bonhams (Hong Kong) - Limited-Client A/C
銀行編號: 004
帳號： 808 870 174001
Swift code: HSBCHKHHHKH

若以銀行匯款支付，在扣除任何銀行費用及或將付款貨幣兌換為港元後的金額，本公司所收到的金額不得少於發票所示的應付港元金額。

由一家銀行的香港分行付款的私人港元支票：須待支票結清後，閣下方可領取拍賣品。

銀行匯票／ 本票：如閣下可提供適當身份證明，而這些資金源自您自己的帳戶，且本公司信納該匯票屬真實，本公司可容許閣下即時領取拍賣品。

現金： 如所購得的拍賣品總值不超過HK$80,000，閣下可以使用鈔票、錢幣為這次拍賣會上所購得的拍賣品付款。如所購得的拍賣品總值超過HK$80,000，HK$80,000以外的金額，敬請閣下使用鈔票、錢幣以外的方式付款。

中國銀聯（CUP）借記卡： 以此方法付款，將不收取額外的費用。

我們建議，閣下在拍賣前可預先通知發卡銀行，以免您於付款時，由於需要確認授權而造成延誤。

信用卡： 美國運通卡，Visa, Mastercard卡及中國銀聯信用卡均可使用。請注意，以信用卡付款的話，本公司每次拍賣接受總數不超過HK$250,000。如所購得的拍賣品總值超過HK$250,000，閣下可使用匯款或以上提及的方式支付。

在符合我們的規定下，如要以通過電話的形式以信用卡支付，本公司每次拍賣接受的總數不超過HK$250,000，但此方式不適用於第一次成功競拍的買家。

10. 領取及儲存

拍賣品的買家須待全數以已結清款項付款後，方可領取拍賣品（本公司與買家另有安排除外）。有關領取拍賣品、儲存拍賣品以及本公司的儲存承辦商詳情載於圖錄後的附錄二之買家協議。

11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

12. 出口／ 貿易限制

閣下須單獨承擔符合與閣下購買拍賣品有關的香港所有出口及從海外進口的規例以及取得有關出口及／ 或進口許可證的責任。
各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。
倘若閣下未能或延誤取得該等許可證，閣下不可撤銷任何銷售，亦不容許閣下延遲全數支付拍賣品。

13. 瀕危野生動植物種國際貿易公約（「CITES」）

建議買家在需要從香港出口任何貨物到進口地時，了解適用的香港出口及海外進口規例。買家亦須注意，除非取得香港漁農自然護理署發出的CITES出口證，香港禁止出口任何以象牙、鯨魚骨、龜甲、犀牛角、珊瑚及其他受限制物品所做成的物品或包含該等原素的物品。辦理該等出口證可能需時八個星期。
請注意在圖錄內拍賣品編號旁附有Y的拍賣品包含一個或多個上述的限制物品。但沒有附有Y字母的，並不自動地表示拍賣品不受CITES規例所限。本公司建議買家在出價前從有關監管機構取得關於進出口管制的資料、規定及費用。

14. 賣家及／ 或邦瀚斯的責任

除根據銷售合約賣家須對買家承擔的責任外，本公司或賣家（不論是疏忽或其他）概不對拍賣品說明或拍賣品的成交價估計的任何錯誤或錯誤說明或遺漏負責，而不論其是載於圖錄內或其他，亦不論是於拍賣會上或之前以口頭或書面形式作出。本公司或賣家亦不就任何業務、利潤、收益或收入上的損失，或聲譽受損，或業務受干擾或管理層或職工浪費時間，或任何種類的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任、復還申索或其他而產生或就此而申索。在任何情況下，倘若本公司及／ 或賣家就任何拍賣品或對任何拍賣品的說明或成交價估計，或任何拍賣品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及／ 或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於支付金額最高不超過拍賣品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。
上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任或(v)本公司根據買家協議第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提述本公司均以賣家取代。

15. 損壞及修復

競投人須注意本圖錄並無就任何瑕疵、損壞或修復提供指引。邦瀚斯可在拍賣會前24小時提供一份詳細的狀況報告。本公司在提供狀況報告時，不能保證並無任何沒有提及的其他瑕疵。競投人應自行審視拍賣品，以了解其狀況。請參閱刊載在本圖錄的銷售合約。

16. 書籍

如上文所述，拍賣品乃以其「現況」售予買家，附有以下拍賣品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家協議第 11 段所列出之情況下，閣下有權拒絕領取書籍。請注意：購買包含印刷書籍、無框地圖及裝訂手稿的拍賣品，將無須繳付買家費用的增值稅。

17. 鐘錶

所有拍賣品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍賣品狀況良好、毫無缺陷，或未曾維修、修復。大部份鐘錶在其正常使用期內都曾維修，並或裝進非原裝的配件。此外，邦瀚斯並不表述或保證鐘錶都在正常運轉的狀態中。由於鐘錶通常包含精細而複雜的機械裝置，競投人應當知悉鐘錶或需接受保養、更換電池或進行維修，以上全是買家的責任。競投人應當知悉勞力士、法穆蘭及崑崙等品牌的腕錶進口至美國是有嚴格限制的，或不能經船運而只能由個人帶進。

18. 珠寶

寶石

根據以往經驗，很多寶石都經過一系列的處理去提升外觀。藍寶石及紅寶石慣常會作加熱處理以改良色澤及清晰度；為了類似原因，綠寶石會經過油或樹脂的處理。其他寶石則會經過如染色、輻照或鍍膜等的處理。此等處理有些是永久的，有些則隨著年月需要不斷維護以保持其外觀。競投人應當知悉估計拍賣品的成交價時，已假設寶石或接受過該等處理。有數家鑑定所可發出說明更詳盡的證書；但就某件寶石所接受的處理與程度，不同鑑定所的結論並不一定一致。倘若邦瀚斯已取得有關任何拍賣品的相關證書，此等內容將於本圖錄裡披露。雖然根據內部政策，邦瀚斯將盡力為某些寶石提供認可鑑定所發出的證書，但要為每件拍賣品都獲取相關證書，實際上並不可行。倘若本圖錄裡並沒有刊出證書，競投人應當假設該等寶石已經過處理。邦瀚斯或賣家任何一方在任何拍賣品出售以後，即使買家取得不同意見的證書，也概不負責。

估計重量

如該寶石重量在本圖錄內文裡以大寫字母顯示，表明該寶石未經鑲嵌，並且是由邦瀚斯稱重量的。如果該寶石的重量以「大約」表示，以及並非以大寫字母顯示，表明該寶石由我們依據其鑲嵌形式評估，所列重量只是我們陳述的意見而已。此資料只作為指引使用，競投人應當自行判別該資料的準確度。

署名

1. 鑽石胸針，由辜青斯基製造

當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

2. 鑽石胸針，由辜青斯基署名

邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑽石胸針，由辜青斯基裝嵌

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶石或設計是由客戶提供的。

19. 圖畫
拍賣品圖錄詞彙解釋
以下詞彙在本圖錄裡有下列意義，但以銷售合約內跟拍賣品說明相關的一般條文為準：
「巴薩諾」：我們認為這是該藝術家的作品。倘若該藝術家的名字不詳，其姓氏後附有一串星號，不論前面有沒有列出名字的首字母，表示依我們的意見這乃是該藝術家的作品；
「出自巴薩諾」：我們認為這很可能是該藝術家的作品，但其確定程度不如上一個類別那麼肯定；
「巴薩諾畫室／ 工作室」：我們認為這是該藝術家畫室裡不知名人士的作品，是否由該藝術家指導下創作則不能確定；
「巴薩諾圈子」：我們認為這是由與該藝術家關係密切的人士所創作，但不一定是其弟子；
「巴薩諾追隨者」：我們認為這是以該藝術家風格創作的畫家的作品，屬當代或接近當代的，但不一定是其弟子；
「巴薩諾風格」：我們認為這是該藝術家風格的、並且屬較後期的作品；
「仿巴薩諾」：我們認為這是該藝術家某知名畫作的複製作品；
「由……署名及／ 或註上日期及／ 或題詞」：我們認為署名及／ 或日期及／ 或題詞出自該藝術家的手筆；
「載有……的署名及／ 或日期及／ 或題詞」：我們認為簽署及／ 或日期及／ 或題詞是由他人加上的。

20. 瓷器及玻璃
損毀及修復
在本圖錄裡，作為閣下的指引，在切實可行的範圍內，我們會詳細記述所有明顯的瑕疵、裂痕及修復狀況。此等實際的損毀說明不可能作為確定依據，而且提供狀況報告後，我們不保證該物件不存在其他沒有提及的瑕疵。競投人應當透過親自檢查而自行判別每件拍賣品的狀況。請參閱刊載於本圖錄裡的銷售合約。由於難以鑑別玻璃物件是否經過磨光，本圖錄內的參考資料只列出清晰可看的缺口與裂痕。不論程度嚴重與否，磨光狀況均不會提及。

21. 葡萄酒
凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。
檢驗葡萄酒
對於較大批量（定義見下文）的拍賣品，偶爾可進行拍賣前試酒。通常，這只限於較新的及日常飲用的葡萄酒。
我們一般不會開箱檢驗未開箱的葡萄酒。酒齡超過 20 年的酒通常已經開箱，缺量水平及外觀如有需要會在本圖錄內說明，
酒塞與缺量
缺量指瓶塞底與液面之間的空間。波爾多酒瓶的缺量水平一般在瓶頸下才會注意得到；而對於勃艮第、阿爾薩斯、德國及干邑的酒瓶，則要大於4厘米（公分）。可接受的缺量水平會隨著酒齡增加，一般的可接受水平如下：
15 年以下－瓶頸內或少於 4 厘米
15-30 年－瓶肩頂部 (ts) 或最多 5 厘米
30 年或以上－瓶肩高處 (hs) 或最多 6 厘米
請注意：缺量水平在本圖錄發行至拍賣會舉行期間或有所改變，而且瓶塞或會在運輸過程中出現問題。本圖錄發行時，我們只對狀況說明出現差異承擔責任，而對瓶塞問題所招致的損失，不論是在圖錄發行之前或之後，我們概不負責。
批量購買的選擇
批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批量拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量拍賣品時，缺席的競投人最好能從第一批開始競投。
酒瓶細節及酒箱詞彙
本圖錄內下列詞彙有以下的意義：
CB — 酒莊瓶裝
DB — 葡萄園瓶裝
EstB — 莊園瓶裝
BB — 波爾多瓶裝
BE — 比利時瓶裝
FB — 法國瓶裝
GB — 德國瓶裝
OB — 奧波爾圖瓶裝
UK — 英國瓶裝
owc — 原裝木箱
iwc — 獨立木箱
oc — 原裝紙板箱
符號
以下符號表明下列情況：
Y 此拍品含有一種或多種受管制的植物或動物物種，並受 CITES 規定的約束。買方有責查詢此類規定並取得任何必要的進出口證書。買方若無法獲得此類證書不能成為延遲付款或取消購買的正當理由。請參閱第 13 條。
○ 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
▲ 邦瀚斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。
Φ 此拍品含有象牙，因此受 CITES 規定的約束。含有非洲象牙的物件不能進口到美國。歐盟和英國對處理含有象牙的物件實施了廣泛的限制，包括對進口或出口的限制。買方有責任獲得任何出口或進口許可證、執照和任何其他所需文件。 邦瀚斯無法協助買家將任何包含象牙的拍品運往美國、英國或歐盟。買方若無法出口或進口這些拍品並不能成為延遲付款或取消購買的正當理由。

22. 語言
本競投人通告以中英文刊載。如就詮譯本競投人通告有任何爭議，以英文條款為本。
保障資料 – 閣下資料的用途
本公司以提供服務為目的，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及高級職員，如有）。閣下同意本公司以該等資料作下述用途。
本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。
本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡Bonhams (Hong Kong) Ltd（就香港法例第486章個人資料（私隱）條例而言，為資料的使用者）（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）或以電郵聯絡client.services@bonhams.com。

附錄一
銷售合約
重要事項：此等條款可能會於向閣下出售拍賣品前予以條訂，修訂的方式可以是在圖錄載列不同的條款，及／ 或於圖錄加入插頁，及／ 或於拍賣會場地上以通告，及／ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。
根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及／或尋求對拍賣品進行獨立的查驗。

1 **合約**
1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。
1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。
1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而並非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。
1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

2 **賣家的承諾**
2.1 賣家向閣下承諾：
2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；
2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。
2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管有。
2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；
2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。

3 **拍賣品的說明**
3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價做計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。
3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任可說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或戊交價估計一概不納入本銷售合約。

4 對用途的合適程度及令人滿意的品質
4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。
4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

5 **風險、產權及所有權**
5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。
5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。

6 **付款**
6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。
6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第8段所述的權利。

7 **領取拍賣品**
7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。
7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及／ 或邦瀚斯的所有其他款項為止。
7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及／ 或控制或由儲存承辦商保管的拍賣品，並將其移走。
7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。
7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付予賣家的款項均須於被要求時支付。

8 未有支付拍賣品的款項

8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）:

8.1.1 因閣下違反合約而即時終止銷售合約；

8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；

8.1.3 保留拍賣品的管有權；

8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

8.1.5 就閣下於銷售合約所欠的任何款項及/或違約的損害賠償，向閣下採取法律程序；

8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；

8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非買家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品或其任何部份的管有權；

8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；

8.1.9 保留由賣家及/ 或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠負賣家或邦瀚斯的任何款項；及

8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。

8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。

8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。

9 賣家的責任

9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。

9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。

9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任，或任何其他責任）。

9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；

9.5 在任何情況下，倘若賣家就拍賣品，或任何其就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。

9.6 上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。

10 一般事項

10.1 閣下不得轉讓銷售合約的利益或須承擔的責任。

10.2 倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。

10.3 倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。

10.4 銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。

10.5 倘若銷售合約的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。

10.6 銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。

10.7 銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。

10.8 銷售合約內「包括」一詞指「包括，但不限於」。

10.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。

10.10 凡提述第某段，即指銷售合約內該編號的段落。

10.11 除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。

10.12 銷售合約凡賦予賣家豁免、及/ 或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。

11 規管法律

11.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。

11.2. 語言

本銷售合約以中英文刊載。如就詮譯本銷售合約有任何爭議，以英文條款為本。

附錄二

買家協議

重要事項：此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地上以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

1 合約

1.1 此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。

1.2 拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納入本協議。

1.3 於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。

1.4 本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。

1.5 本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任:

1.5.1 本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；

1.5.2 在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；

1.5.3 本公司會按照第9段所載條款提供擔保。

1.6 不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。

2 履行銷售合約

閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。

3 付款

3.1 除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付:

3.1.1 拍賣品的買價；

3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及

3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。

3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。

3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。

3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。

3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/ 或產生的利息，利益歸本公司，直至將款項付予賣家時止。

3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。

3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。

4 領取拍賣品

4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。

4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。

4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可在何時何地領取拍賣品，儘管此資料通常會列於競投人通告內。

4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣下與儲存承辦商訂立合約（「儲存合約」），

條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。

4.5 於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代理按照儲存合約的條款持有。

4.6 閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。

4.7 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

4.8 倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。

5 拍賣品儲存

本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。

6 對拍賣品的責任

6.1 待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。

6.2 閣下應於拍賣會後盡快為拍賣品投買保險。

7 未能付款或提取拍賣品及部份付款

7.1 倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/ 或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下:

7.1.1 因閣下違反合約而即時終止本協議；

7.1.2 保留拍賣品的管有權；

7.1.3 遷移及/ 或儲存拍賣品，費用由閣下承擔；

7.1.4 就閣下所欠的任何款項（包括買價）及/ 或違約的損害賠償，向閣下採取法律程序；

7.1.5 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；

7.1.6 取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；

7.1.7 在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；

7.1.8 保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；

7.1.9 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；

7.1.10 在給予三個月書面通知下，把本公司因任何目的（包括其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；

7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。

7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。

7.3 倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），再然後用以支付應付予本公司的任何其他款項。

7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/ 或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。

8 其他人士就拍賣品的申索

8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可:

8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/ 或

8.1.2 向閣下以外的其他人士交付拍賣品；及/ 或

8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/ 或

8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/ 或抵押品。

8.2 第8.1段所述的酌情權:

8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何裁決、命令或判決而終止，於該管有權終止後隨時行使；及

8.2.2 除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。

9 膺品

9.1 本公司根據本第9段的條款就任何膺品承擔個人責任。

9.2 第9段僅於以下情況適用:

9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及

9.2.2 閣下於知悉拍賣品為或可能為膺品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為膺品；及

9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為膺品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。

9.3 於下述情況下，第9段不適用於膺品:

9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或

9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為膺品，或採用的確定方法在所有情況下本公司若採用則屬不合理。

9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非膺品而必需進行的程序及測試。

9.5 倘本公司信納拍賣品為膺品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。

9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。

9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。

9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。

10 本公司的責任

10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦瀚斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。

10.2 當拍賣品由閣下承擔風險時及/ 或當拍賣品已成為閣下的財產並由本公司保管及/ 或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責:

10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，而任何損壞乃由於拍賣品受蟲蛀所導致；或

10.2.2 大氣壓力改變；

本公司亦不就以下負責:

10.2.3 弦樂器的損壞；或

10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。

10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。

10.4 在任何情況下，倘若本公司就拍賣品，或任何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或不論任何形式，本公司的責任將限於支付金額最高不超過拍賣品買價加買家費用（減除閣下可能有權向賣家收回的款項）的款項，不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。

閣下宜購買保險以保障閣下的損失。

10.5 上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責任的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，或(v)本公司根據此等條件第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。

11 一般事項

11.1 閣下不得轉讓本協議的利益或須承擔的責任。

11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權利的能力。

11.3 倘本協議任何一方，因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。

11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦瀚斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。

11.5 倘若本協議的任何條款或任何條款的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。

11.6 本協議內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。

11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
11.8 本協議內「包括」一詞指「包括，但不限於」。
11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
11.10 凡提述第某段，即指本協議內該編號的段落。
11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。
11.12 本協議凡賦予賣家豁免、及/或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。

12 規管法律

12.1 法律

本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。

12.2 語言

本買家協議以中英文刊載。如就詮譯本買家協議有任何爭議，以英文條款為本。

保障資料 — 閣下資料的用途

由於本公司提供的服務，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及職員（如有））。閣下同意本公司以該等資料作下述用途。本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括海外附屬公司）披露閣下的資料。除此以外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。

閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡Bonhams 1793 Limited（地址: Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）（就香港法例第486章個人資料(私隱)條例而言，為資料的使用者）或以電郵聯絡client.services@bonhams.com。

附錄三

釋義及詞彙

倘納入此等釋義及詞彙，下列詞語及用詞具有（除文義另有所指外）以下所賦予的涵義。詞彙乃為協助閣下了解有特定法律涵義的詞語及用詞而設，閣下可能對該等涵義並不熟悉。

釋義

「額外費用」按照競投人通告計算的費用，以彌補邦瀚斯須根據二零零六年藝術家轉售權規例支付版權費的開支，買家須就任何註有[AR]且其成交價連同買家費用（但不包括任何增值稅）等於或超過1,000歐元（按拍賣會當日的歐洲中央銀行參考匯率換算為拍賣會所用貨幣）的拍賣品。
「拍賣人」主持拍賣會的邦瀚斯代表。
「競投人」已填妥競投表格的人士。
「競投表格」本公司的競投人登記表格、缺席者及電話競投表格。
「邦瀚斯」邦瀚斯拍賣有限公司（Bonhams (Hong Kong) Limited）或其後繼公司或承讓公司。於買家協議、業務規則及競投人通告內，邦瀚斯亦稱為我們。
「書籍」於專門書籍拍賣會提供以作銷售的印刷書籍。
「業務」包括任何行業、業務及專業。
「買家」拍賣人落槌表示由其投得拍賣品的人士。於銷售合約及買家協議內，買家亦稱為「閣下」。
「買家協議」邦瀚斯與買家訂立的合約（見圖錄內附錄二）。
「買家費用」以成交價按競投人通告訂明的費率計算的款項。
「圖錄」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。
「佣金」賣家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。
「狀況報告」由邦瀚斯代表賣家向競投人或潛在競投人提供有關拍賣品狀況的報告。
「寄售費」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。
「合約表格」由賣家或代表賣家簽署的合約表格或汽車資料表（按適用），載有供邦瀚斯提供以作銷售的拍賣品清單。
「銷售合約」賣家與買家訂立的銷售合約（見圖錄內附錄一）。
「合約說明」唯一的拍賣品說明（即圖錄內有關拍賣品的資料內以粗體刊載的部份、任何照片（顏色除外）以及狀況報告的內容），賣家於銷售合約承諾拍賣品與該說明相符。
「說明」以任何形式對拍賣品所作的陳述或申述，包括有關其作者、屬性、狀況、出處、真實性、風格、時期、年代、適合性、品質、來源地、價值及估計售價（包括成交價）。
「資料」圖錄內識別拍賣品及其編號的書面陳述，可能包括有關拍賣品的說明及圖示。
「成交價估計」本公司對成交價可能範圍的意見的陳述。
「開支」邦瀚斯就拍賣品已付或應付的收費及開支，包括法律開支、因電匯而產生的銀行收費及開支、保險收費及開支、圖錄及其他製作及說明、任何關稅、宣傳、包裝或運輸費用、轉載權費、稅項、徵費、測試、調查或查詢費用、出售拍賣品的預備工作、儲存收費、來自賣家作為賣家代理或來自失責買家的遷移收費或領取費用，加稅項。
「贗品」其製作者或其他人士意圖在其作者、屬性、來源地、真實性、風格、日期、年代、時期、出處、文化、來源或成份方面進行欺騙的偽造品，而該贗品於拍賣會日期的價值大幅低於其若非偽造的價值。且任何拍賣品說明一概無指明其為偽造。拍賣品不會因其損壞、及/或對其進行修復及/或修改（包括重畫或覆畫）而成為贗品，惟該損壞或修復或修改（視情況而定）並無實質影響拍賣品與拍賣品說明符合的特性。
「保証」在任何贗品上邦瀚斯對買家全力承擔的責任，以及在專門郵票拍賣會及/或專門書藉拍賣會當中，根據買家協議內定立，由郵票或書藉組成的拍賣品。
「成交價」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。
「香港」中華人民共和國香港特別行政區。
「遺失或損壞保證」指業務規則第8.2.1段所述的保證。
「遺失或損壞保證費用」指業務規則第8.2.3段所述的費用。
「拍賣品」任何託付予邦瀚斯，供以拍賣或私人協約形式出售的任何物品（而凡提述任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。
「汽車圖錄費」作為邦瀚斯製作汽車的圖錄及就出售汽車進行推廣而須承擔額外工作的代價，而應由賣家付予邦瀚斯的費用。
「New Bond Street」指邦瀚斯位於 101 New Bond Street, London W1S 1SR的拍賣場。
「名義收費」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。
「名義費用」賣家應付予邦瀚斯的寄售費所依據的金額，該費用按照業務規則訂明的公式計算。
「名義價格」本公司向閣下提供或載於圖錄的最近期高、低估價的平均數，或若並無提供或載列該等估價，則為拍賣品適用的底價。
「競投人通告」刊印於本公司圖錄前部的通告。
「買價」成交價與成交價的稅項相加的總數。
「底價」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。
「拍賣會」由邦瀚斯提供以作銷售拍賣品的拍賣會。
「出售所得款項」拍賣品售出後賣家所得的款項淨額，即成交價扣除佣金、其任何應繳稅項、開支及任何其他應付予本公司的款項不論以何身份及如何產生。
「賣家」合約表格所列明提供拍賣品以作銷售的人士。若該列名人士在表格上指明另一人士作為其代理，或若合約表格所列明人士作為主事人的代理行事（不論該代理關係是否已向邦瀚斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。
「專家查驗」由專家對拍賣品進行目視查驗。
「郵票」指於專門郵票拍賣會提供以作銷售的郵票。
「標準查驗」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。
「儲存合約」指業務規則第8.3.3段或買家協議第4.4段（按適用）所述的合約。
「儲存承辦商」於圖錄指明的公司。
「稅項」指香港政府所實施不時適用的所有稅項、收費、關稅、費用、徵費或其他評稅，以及所有其估計付款，包括，但不限於，收入、業務利潤、分行利潤、貨物稅、財產、銷售、使用、增值（增值稅）、環保、特許、海關、進口、薪金、轉讓、總收入、預扣、社會保障、失業稅項及印花稅及其他收費，以及就該等稅項、收費、費用、徵費或其他評稅的任何利息及罰款。
「恐怖主義」指任何恐怖主義行為或該等行為的威脅，無論任何人單獨行動或代表或與任何組織及/或政府有關而行動，為政治、宗教或思想或類似目的，包括，但不限於，企圖影響任何政府或使公眾或任何部份公眾陷入恐慌。
「信託帳戶」邦瀚斯的銀行帳戶，就任何拍賣品所收買價的所有有關項款均收入該帳戶，該帳戶為與邦瀚斯正常銀行帳戶有所區別及獨立的帳戶。
「網站」網址為www.bonhams.com的邦瀚斯網站。
「撤銷通知」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。
「不設底價」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

詞彙

以下詞句有特定法律涵義，而閣下可能對該等涵義並不熟悉。下列詞彙乃為協助閣下了解該等詞句，惟無意就此而限制其法律上的涵義：

「藝術家轉售權」：按二零零六年藝術家轉售權規例的規定，藝術品作者於原出售該作品後，就出售該作品而收取款項的權利。
「受託保管人」：貨品所交託的人士。
「彌償保證」：為保證使該彌償保證受益人回復其猶如導致須予彌償的情況並無發生時所處狀況的責任，「彌償」一詞亦按此解釋。
「互爭權利訴訟」：由法院裁定拍賣品擁有權誰屬的訴訟。
「投得」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。
「留置權」：管有拍賣品的人士保留其管有權的權利。
「風險」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。
「所有權」：拍賣品擁有權的法律及衡平法上的權利。
「侵權法」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。
香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有—
(a) 一項賣方須符合的隱含條件：如該合約是一宗售賣，他有權售賣有關貨品，如該合約是一項售賣協議，則他在貨品產權轉移時，將有權售賣該等貨品；及
(b) 一項隱含的保證條款：該等貨品並無任何在訂立合約前未向買方披露或未為買方所知的押記或產權負擔，而在產權轉移前亦不會有這樣的押記或產權負擔；此外，買方將安寧地享有對該等貨品的管有，但如對該項管有的干擾是由有權享有已向買方披露或已為買方所知的任何押記或產權負擔的利益的擁有人或其他有權享有該等利益的人作出的，則不在此限。
(2) 如售賣合約所顯示或從合約的情況所推定的意向，是賣方只轉讓其本身的所有權或第三者的所有權，則合約中有—
(a) 一項隱含的保證條款：賣方所知但不為買方所知的所有押記或產權負擔，在合約訂立前已向買方披露；及
(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—
(i) 賣方；及
(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及
(iii) 任何透過或藉着賣方或第三者提出申索的人，而該項申索並非根據在合約訂立前已向買方披露或已為買方所知的押記或產權負擔而提出的。

Index
拍品索引



Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)
Please circle your bidding method above.

Paddle number (for office use only)

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection
Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Bonhams (Hong Kong) Limited. 11th Floor, Six Pacific Place, No. 50 Queen's Road East, Hong Kong or by e-mail to info.hk@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.
At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful

I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title: Modern & Contemporary Art	Sale date: 25 May 2025
Sale no. 31149	Sale venue: Hong Kong

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments HK$:
$10,000 - 20,000.............by 1,000s
$20,000 - 50,000.............by 2,000 / 5,000 / 8,000s
$50,000 - 100,000...........by 5,000s
$100,000 - 200,000..........by 10,000s
$200,000 - 500,000..........by 20,000 / 50,000 / 80,000s
$500,000 - 1,000,000........by 50,000s
$1,000,000 - 2,000,000......by 100,000s
$2,000,000...................at the auctioneer's discretion

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	

Please answer all questions below

1. ID supplied: Government issued ID ☐ and (if the ID does not confirm your address) ☐ current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners

2. Are you representing the Bidder? ☐ If yes, please complete question 3.

3. Bidder's name, address and contact details (phone and email):
Bidder's ID: Government issued ID ☐ and (if the ID does not confirm their address) ☐ current utility bill/bank statement

Are you acting in a business capacity? Yes ☐ No ☐

If registered for VAT in the EU please enter your registration here: ☐☐ / ☐☐☐ - ☐☐☐☐ - ☐☐

Please note that all telephone calls may be recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in HK$ (excluding premium)	Covering bid *

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond ☐	Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.

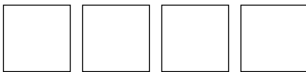
Bidder/Agent's (please delete one) signature:	Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

Please email or post the completed Auction Registration form and requested information to:
Bonhams, Customer Services, 11/F, Six Pacific Place, 50 Queen's Road East, Hong Kong. Tel: +852 2918 4321, bids.hk@bonhams.com
Bonhams (Hong Kong) Limited. 11/F, Six Pacific Place, 50 Queen's Road East, Hong Kong. Company Number 1426522.

登記及競投表格

邦瀚斯
(出席者 / 書面競投 / 電話競投) 請選擇競投方法


號牌 (僅供本公司填寫)

Bonhams

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如果我們在您注冊或向我們投標時獲得有關您的任何個人信息，我們將僅根據我們的隱私政策的條款使用它。您可以在我們的網站 (www.bonhams.com) 上找到我們隱私政策的副本，或通過郵寄方式向客戶服務部索取，地址為香港皇后大道東50號太古廣場六座十一樓Bonhams (Hong Kong) Limited.公司編號1426522，或通過電子郵件發送至info.hk@bonhams.com。

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在銷售前至少24小時，您必須提供政府簽發的帶照片的身份証件，例如護照或駕駛執照，以及 – 如果身份証件中未包含 – 地址証明，例如當前的水電費賬單或銀行卡/信用卡賬單。公司客戶還必須提供公司注冊文件、實益擁有人擁有公司 25% 或以上股份的証明文件以及指定個人行事權力的確認書。未能提供這些文件可能會導致您的投標不被處理。無法在銷售前提供文件的客戶可以選擇使用我們的信用卡驗証選項在線投標。請注意，我們保留要求銀行賬單或押金的權利。

若成功購買拍品

本人將自行提取貨品 ☐

請安排運輸公司聯繫我提供報價，
我同意將本人聯繫資料交予運輸公司。 ☐

* 任何人士、競投人及買家必須年滿18歲方可於拍賣會上參與競投葡萄酒、烈酒及酒精飲料等拍賣品。

拍賣會標題: 現代及當代藝術	拍賣會日期: 2024年5月25日
拍賣會編號: 31149	拍賣會場地: 香港

如閣下未能親身出席拍賣會，請最遲於拍賣會前24小提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。

一般競投價遞增幅度 (港元)：

HK$10,000 - 20,000.............按 1,000s
HK$20,000 - 50,000.............按 2,000 / 5,000 / 8,000s
HK$50,000 - 100,000............按 5,000s
HK$100,000 - 200,000..........按 10,000s
HK$200,000 - 500,000..........按 20,000 / 50,000 / 80,000s
HK$500,000 - 1,000,000........按 50,000s
HK$1,000,000 - 2,000,000......按 100,000s
HK$2,000,000以上………....由拍賣官酌情決定

拍賣官可隨時酌情決定把任何競投價拆細。

客戶編號	稱銜
名	姓
公司名稱(如適用的話將作為發票收票人)	
地址	
城市	縣 / 郡
郵編	國家
流動電話	日間電話
夜間電話	
競投電話號碼 (包括電話國家區號)	
電郵 (大楷)	

請回答以下所有問題

1. 已提供身份證件：政府頒發的身份證件 ☐ 以及（如果該身份證件中的地址與您當前住址不符）☐ 當前住址的水電費賬單/銀行賬單。如果本賬號為公司賬號，請提供公司註冊證書、您的身份證件（如上）如果不是董事，請提供授權您代理行事的信件），以及公司受益人的文件證據。

2. 您是否為第三方代理競拍？☐ 如果是，請填寫問題3。

3. 競拍人的姓名、地址和聯繫方式（電話和電子郵件）。 競拍人的身份證件：政府頒發的身份證件以及（如果該身份證件中的地址與當前住址不符）☐ 當前住址的水電費賬單/銀行賬單。

您是否以商業身份競拍？
是 ☐ 否 ☐

如果您在歐盟註冊了增值稅，請在此輸入您的註冊信息：
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電話或書面競投	拍賣品編號	拍賣品說明	最高港元競投價 (不包括買家費用)	應急競投價*

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簽字:	日期:

請電郵或郵寄發送已經填妥的拍賣注冊表格
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